

124
27

EAST AFR PROT
124/111

447-11

117

Jevangee Area

Karoka Sambatan
Area for Asiatics

108

1917

8 Aug

Last previous Paper.

W
40770

Sends letter to fort & letter to his solicitors at
Karoka re: proposed residential buildings for
Asiatics at Karoka. Encloses papers ref. to
Sambatan at Karoka. Jevangee marked at Karoka
Bar. Hall notes that matters be held over until the
1st of the year.

Mr. Reed

There is no doubt as to the
possibility of opening up the new Asiatic area
on the north of the river and the
prevention of further Asiatic expansion into
the area south of the river.

As a consequence practically change
the spot of the site with a breach of faith
I had better speak to Sir H. Belfield (when
he returns to town) in the first instance.
We need not mind the delay, as
Jevangee has been in the hands of the
Government and the O.A.C. direct.

Last previous Paper.

W
40770

47

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... .. meaning

EVANES & Co.

STAMPS, CONTRACTORS

AND
MISSION AGENTS.

Telegraphic Address: - COZYFANCE

Code used - A 1, A.B.C. 578 & Scott's 10th Edition.

7-10, Elphinstone Circle, Fort

Monday, 8th August 1917

44791

17

110

To,

The Under Secretary of State,

Colonial Office, Downing St.,

LONDON, S.W.

Sir,

I take the liberty of forwarding to your goodself herewith three cases, which I had promised His Excellency the Governor (Bellfield) to keep pending till the war was over, NOW I am sorry to see that in spite of the arrangement His Excellency the Acting Governor of British East Africa has moved this question. I herewith beg to enclose a copy of a letter received from my solibitors on the subject which speaks for itself.

I hope the Acting Governor would not bring this matter out nor put the same into force until such time the war was over. I have written a letter to my solibitors, Esakiabi, a copy of which I beg to attach herein for your information.

I sincerely hope that I would receive justice in the matter... being Britisher & citizen of Nairobi, similar to that received by Britishers of other part of British Empire.

Apologising for troubling you,

I am,

Sir,
Your most obedient servant,

[Signature]

Copy

Reply please quote:

The Secretariat, Nairobi

3271/10 & Late

June 23rd 1917

Sir,

His Excellency the acting Governor has recently been informed that you considering the erection of residential buildings on plot No. 363 the Hill, and that you propose to reside in these buildings .. Yourself.

I am therefore directed to inform you that the Government propose an amendment to introduce legislation which will have the effect of rendering it illegal for yourself or any other Asiatic to inhabit the buildings which it is understood you propose to erect on the plot in question.

I have the honour to be,

Sir,

Your most obedient servant,

S/D W. J. Monson

Acting Chief Secretary to Government

M. Jeevanjee, Esqr.,

Nairobi,

Received 26-6-17

3th August

Messrs. Tonks, Druy & Figgis,
Solicitors,
NAIROBI.

Dear Sirs,

I have received a copy of letter addressed to you by
the Chief Secretary to Government, Nairobi, dated 27th June 1917
I could not understand what His Excellency's intention was in
sending such letter to me. I think you received the letter you
sent to me from Nairobi, which is not here with me at present
Nairobi, in which you had stated that the present Acting
had been Chief Secretary to Government of Kenya, had instructed
inform me that His Excellency would be very pleased in the que
Nairobi Market, Town Hall place a copy of a report of Prof. Simpson
-s of Town Planning for Nairobi which had been sent to His
Dear Sirs. I respected His Excellency's proposal and at the same time had ...
written to you that I would not take it in further until the Colonial Secre-
tary until the war was over.

I therefore now ask your attention of the Acting
Governor to this, and to request him not to take such attitude in the ...
offer otherwise I would be compelled to bring everything to the notice ...
of the Secretary to Colonial Office, which means, I should have to trou-
ble him at such serious war time, when every one ought to avoid such
trouble

I shall now thank you to let me know by wire whether the said action has been dropped by acting chief secretary to Government or else I should be compelled to draw attention of Government a public of India to the way the acting Governor have been moving in the matter, not only that but to put this into the hands of Government of India in order to move the same with Home Government.

I had never expected that the acting Governor would take such attitude, when Asiatic Nationality had helped the Government specially in S.A. Africa in the existing war and in which lives of thousands of Asiatics have been sacrificed. I am really surprised to see such treatment as this, which I had never expected to receive at the hands of the present acting Governor. This is not an easy matter and if the acting Governor would not care to consider this carefully, I am afraid, it would be detrimental to the interest of both which would compel us to trouble our empire at such serious war time.

Under the circumstances I hope, His Excellency would consider this subject very carefully, and withdraw his letter, and grant permission to build the proposed house on the said plot in a side

10/2/791

PAPERS AND CORRESPONDENCE

RELATING TO

IREVANJEE MARKET, NAIROBI.

By Messrs. A. M. JEEVANJEE & Co.

PRINTED BY THE "INDIA" PRESS, DELHI.

**Negotiations made between Messrs. Jeevanjee & Co. and Mr. Ainsworth, then
P. C. Nairobi, before putting up Jeevanjee Market in 1903.**

1. A lease of 99 years will be given free of land tax.
2. Meat and vegetable will not be sold elsewhere except market.
3. No other market will be allowed in Town till the present one is in existence.
4. Potatoes, maize and other produce which comes to town should be sold in market, for which one anna per load will be charged from the vendor.
5. If a warehouse is considered necessary in future, rent should be fixed before putting up the same and the Railway put up a siding.
6. All articles in connection with market which are to be auctioned, should be sold in market.
7. Every cattle, sheep, goat, etc., should be auctioned in Market.
8. If any agricultural show is to be held in market Rs. 45 should be paid per day.

60

Memo. of Agreement entered into this day of between Messrs. A. M. Jeevanjee and Co., of the one part and herein described as the 1st party, and H. M.'s Sub-Commissioner on behalf of the Nairobi Township Committee of the other part and herein described as the 2nd party. Whereby the 1st party having erected a stone and iron building for use as a Public Market, the 1st party shall keep the market in good order and repair.

The management of the market shall be in accordance with the East Africa Township Rules, i.e. in the hands of the 2nd party.

It is agreed that so long as the building is in proper repair and order it shall be continued as the Public Market, and that no other market-place of a similar nature will be opened in Nairobi during such occupancy. It is further agreed by the 1st party that they will when reasonably required to do so extend the present building to meet the market requirements from time to time.

All rents for stalls shall be fixed by the Township Committee with the concurrence of the Sub-Commissioner and all such rents, together with any other rents, for Offices or rooms for any other part of the building shall be the property of the 1st party.

All charges for water and light supplied to the building shall be a charge against the 2nd party.

The 1st party shall not sell, let or hire or in any other way dispose of the market or any part thereof without the sanction and approval of the 2nd party, and no trades other than those allowed under the Township Rules shall be carried on in the market.

No. L/2613.

LAND OFFICE,
Nairobi, 20th June, 1907.

GENTLEMEN,

With reference to your letter of 14th instant, I beg to inform you that no such agreement as you mention can be found in Sub-Commissioner's Office. Will you kindly favour me with a copy?

I also wish to refer you to Sub-Commissioner's letter of 11th August, 1906, of which I attach a copy.

I am, Gentlemen,
Your obedient servant,
(Sd) S. W. SCHOLEFIELD,
for Land Officer.

MESSRS. A. M. JEEVANJEE & CO.,
MOMBASA.

811

4

Notice under the Crown Lands Ordinance, 1902.

Notice is hereby given to Messrs. Alibhai Mulla Jeevanjee and Co. that a breach of the lessees' covenant contained in a lease of the plot of land situate in Nairobi in East Africa Protectorate as mentioned in the schedule hereto has been committed by the said Alibhai Mulla Jeevanjee and Co., and further that it is proposed to take such action as is authorised by law for the recovery of the said premises damages and cost and for a declaration that the said lease has been forfeited.

(Sd.) J. H. SADDLER,
Governor.

Dated this 4th day of September, 1907.

Notice accepted,

14th September, 1907.

(Sd.) J. B. PIGOTT,
A. D. C.

COPY.

MOMBASA, 23rd September, 1907.

SIR,

Re. A. M. JEEVANJEE & Co.

I have been desired by my clients to write to you with reference to the notice as to the forfeiture of certain plots in Nairobi, appearing in the Official Gazette of the 15th instant, in which it is proposed to take such action as he is authorised by law for the recovery of such premises, etc., and for the declaration that the leases have been forfeited.

Under this notice, which is the first movement I have received, I take it the Government propose to declare forfeited all these plots. My clients are big land-holders in Nairobi and have spent as much, or perhaps more, money than any other firm or individual. Besides the money spent on the Government buildings, which I admit the Government have now taken over, my clients have already spent over 7½ lakhs of rupees on buildings.

I quite admit that they have not adhered strictly to the letters of the law in erecting buildings on all the plots leased to them, but that they spent 600 lakhs over the whole area leased to them, I think you will find that they would have complied with the terms of their various leases.

In some cases buildings are by actual progress, and it is only a month ago that plans were submitted to, and passed by, the P. W. D. Your Excellency knows that at last a Land Board has been sanctioned, i.e., on the 8th of August. The notification appearing in the Official Gazette of August the 15th, I trust Your Excellency will allow me here to refer to of the Commissioner of Lands, dated the 11th of December 1907, suggests as follows:—

A permanent Land Board should be appointed.

No proceedings should be taken for the forfeiture of lands without the opinion of the Land Board.

At the same time I should like to refer Your Excellency to Lord Elgin's despatch of the 23rd April, 1907, dealing with this minute in which he says that no proceedings should be taken for forfeiture of lands without obtaining the opinion of the Board, but that after having obtained their opinion the Commissioner of Lands should have power to pass an order for forfeiture or such other order as may seem good to him not necessarily, though no doubt usually, in accordance with the advice of the Land Board.

Copy to the office of the member signed by Your Excellency my clients and that your consent is not intended to convey that I am liable for the taxes, plus mounting interest thereon they will have to pay for the rent, as to incur any further liability by proceeding with the erection of buildings.

On the other hand, if the notice is intended to convey that unless within a reasonable time my clients proceed to comply with the terms of the lease the Government will take proceedings to evict them.

My clients are prepared to accept this finding, but Your Excellency will understand they before any steps can be expected to proceed they must have some guarantee that if they do proceed no steps will be taken to declare the leases forfeited.

May I be permitted to suggest to Your Excellency that in the face of the Commissioner for Lands minutes of the 11th December, 1908, Lord Elgin's despatch of the 23rd April, 1907, and the constitution of the Land Board, presumably the result of the minute and despatch, that it would be against the policy of the Government to enforce such a notice that appeared against my clients in the Official Gazette of the 15th instant, and under the circumstances I would ask Your Excellency to reconsider the same and that at most the Commissioner of Lands should call upon my client to comply within a reasonable time with the terms and conditions of their leases.

H. E. THE GOVERNOR

have A
O 10 1908

Copy.

15th June 1908.

Received on
14th June 1908

Mr. Abdul Hussein Mulla Karimji.

With reference to the enclosed notice, dated 10th of October, 1907. To the best of my recollection the whole subject-matter is as follows —

(1) In about the year 1908 Sir Charles Eliot allowed A. M. Jeevanjee & Co. five acres of land, i.e. three acres for the purpose of building livery stables and two acres to be kept in reserve. Sir Charles Eliot, when he allowed us this land, gave us a letter wherein he agreed to let us have the land free for ten years. We had only to pay one tax. I don't remember which it is. The original letter is at Nairobi, I have written to Agent there to send the same to me.

(2) Some time about 1905 the Municipal Authorities raised the question of taxes which we protested on the grounds that under the arrangements which allowed us to open the livery stables we were exempted from paying taxes. The Municipal Authorities also wanted us to place our carriages and horses under the supervision of the Police. This also we protested. As a result of these protests the Municipal Authorities stopped us from doing business. All this was, of course, verbal.

(3) On the 27th March 1906, or thereabouts, the matter was threshed out and by a rough agreement—which rough agreement was signed by Sub-Commissioner, Mr. Boston Wright, A. M. Jeevanjee & Co. and the Town Clerk. I was also present at the time and signed the rough agreement as a witness. By this rough agreement we were allowed:—

(a) Three acres, or thereabouts of land for livery stables, on lease for 99 years at an annual rental of Rs. 7 4 per acre.

(b) The plot of land on which the Town Hall stands on condition that we paid no rent for ten years and the building thereon was to be insured by the Municipal Authorities. Furthermore the whole of the Town Hall plot of land towards the Government road, after being divided into small plots of 50 ft. x 75 ft., would be in our possession, and we paid rent of Rs. 4 per each plot every month.

No. 5903 G. R.

LAND DEPARTMENT,
NAIROBI 4th October, 1909.

Messrs. A. M. Jeevanjee and Company have handed us your letter of 14th instant (No. 609/30) for reply. As you are aware, our clients hold an Agreement with the Administration regarding this Market with the working of which our clients are quite satisfied.

Messrs. A. M. Jeevanjee do not see their way to fall in with your suggestion and prefer to continue for the present at least on the same lines as heretofore.

Yours faithfully,
(Sd.) BYRON A. HARRISON.

To
THE TOWN CLERK,
MUNICIPAL OFFICES,
NAIROBI

GENTLEMEN,

I have the honour to acknowledge the receipt of your letter of the 31st ultimo and your four recent letters, dated respectively the 20th instants, the former applying for a lease of the land on which the Nairobi Slaughter House stands, and the four latter applying for a lease of the land on which the Town Hall, Jeevanjee Market, Kerosene Oil Shed, and so-called Public Stables stand.

I beg to inform you that I am unable to forward you draft leases for the areas in question without reference to the Municipal Council, and moreover, there are certain legal questions which will have to be considered and settled before I can proceed.

I hope very shortly to place the whole facts of each particular case before the Council, and will advise you further as soon as possible.

I am, Gentlemen,
Your obedient servant,
(Sd.) IVON L. O. GOWER,
Comptroller.

MESSRS. BYRON & HARRISON,
MOMBASA.

No 704/30.

MUNICIPAL OFFICES,
NAIROBI, 4th October, 1909.

MESSRS. BYRON & HARRISON,
MOMBASA.

GENTLEMEN,

With reference to your letter of October 11th, relating to the Jeevanjee Market. The records of the Land Office and Provincial Commissioner's Office have been thoroughly searched, and no Agreement such as you mention can be found. Under these circumstances I have to ask you to be good enough to forward a copy of the Agreement in question for the information of the Municipal Committee.

I have the honour to be,
Gentlemen,
Your obedient servant,
(Sd.) E. L. SANDERSON,
Town Clerk.

15

121

No. 654/30.

MUNICIPAL OFFICES,
NAIROBI, 5th October, 1909.

To

MESSRS. BYRON & HARRISON,
MOMBASA.

GENTLEMEN,

With reference to the Jeevanjee Market, Nairobi, and your letter of September 20th, 1909, I should be glad if you would kindly let me have a copy of the Agreement, made between your clients, Messrs. Jeevanjee & Co., and the Administration, to which you refer.

I have been unable to find any record of a completed Agreement in the Government files.

I have the honour to be,
Gentlemen,
Your obedient servant,
(Sd.) E. L. SANDERSON,
Town Clerk.

N. 560/13.

PROVINCIAL COMMISSIONER'S OFFICE,
NAIROBI, 5th April, 1910.

SIR,

I beg to acknowledge your letter of the 4th instant, with reference to agreements said to have been made with Mr. Ainsworth and Mr. Barton Wright on the one part and yourself on the other part, regarding the Nairobi Market, the Town Hall and the Stables. The whole of the question is in the hands of the Land Department and I should be glad if you would communicate with the Land Officer as the documents you refer to are not in my Office.

I have the honour to be,

Sir,

Your obedient servant,
(Sd.) C. W. HOBLEY,
Provincial Commissioner.

THE HON'BLE A. M. JEEVANJEE,
NAIROBI.

(Copy of a letter from the Provincial Commissioner of the 7th April 1910.)

No. 613/1

PROVINCIAL COMMISSIONER'S OFFICE,
NAIROBI, 7th April, 1910.

SIR,

In continuation of our conversation of this morning, I am sending, for your information, a copy of the letter addressed to you on the subject of the Market by the Town Clerk, and a reply received from your Solicitors. This apparently leaves the matter still unsettled as the Municipal Committee has no cognizance of any agreement dealing with the question of the running of the Market.

I am, Sir,

Your most obedient servant,
(Sd.) C. W. HOBLEY,
Provincial Commissioner.

THE HON. MR. A. M. JEEVANJEE,
NAIROBI.

Memorandum of Agreement entered into on the _____ day of _____ between Messrs. _____ and Company, of _____ and herein described as the first party and _____ Sub-Commissioner on behalf of the Nairobi Township Committee, _____ and herein described as the second party.

The memorandum of Agreement with _____

It is agreed that the building in _____ shall be continued as the public market and no other market place of a similar nature will be opened in Nairobi during such occupancy. It is further agreed by the first party that they will, when reasonably required to do so, extend the present building to meet the market requirements from time to time.

All rents for stalls shall be fixed by the Township Committee with the concurrence of the Sub-Commissioner and all such rents, together with any other rents for offices or rooms, for any other part of the building shall be the property of the first party.

All charges for water and light supplied to the building shall be a charge against the second party. The first party shall not sell, let, or hire or in any other way dispose of the Market or any part thereof without the sanction and approval of the second party, and no trades other than those allowed under the Township rules shall be carried on in the Market.

No. 201/21.

MUNICIPAL OFFICE,
NAIROBI, 4th March 1921.

The Hon. Mr. A. M. JEEVANJEE,
NAIROBI.

DEAR SIR,

Referring to our conversation of the 27th inst. in relation to the Market and understanding you to say that you had no objection to the extension of the Market to the site of the old Market of allotment No. 2, I am glad to hear that you have no objection to the extension of the Market to the site of the old Market of allotment No. 2. That the extension of the Market to the site of the old Market of allotment No. 2, under Municipal Order No. 10 of 1920, is being carried out. I am glad to hear that you have no objection to the extension of the Market to the site of the old Market of allotment No. 2, please state the amount of rent which you will require while the site is being used as a produce market. I am, Sir, very respectfully,
Yours faithfully,
(Sd.) E. L. SANDERSON,
Town Clerk.

Nairobi, 7th May, 1910.

THE HON. THE COMMISSIONER OF LANDS,
NAIROBI.

Sir,

We are desired by the Hon. A. M. Jeevanjee, our senior, to request you to be good enough to furnish him with a copy of the report furnished to His Excellency the Governor relative to the terms of settlements arrived at, or tentatively agreed on, subject to the Governor's approval which settlements arrived at between our senior and yourself at the several meetings, as related to the land, the property belonging to us.

Yours obediently,
(Sd.) A. M. JEEVANJEE & Co.

25

125

In reply please quote
No. L. 1421 K/R.

LAND DEPARTMENT,
NAIROBI, 12th May, 1910.

Sir,

Proposed European Market, Nairobi.

Enclos. 2. I beg to return herewith the plan together with one copy of the proposed European Market, Nairobi.

I shall be glad to be informed whether you wish the copy of the plan submitted to the Municipal Committee.

I am, Sir,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

THE HON. MR. A. M. JEEVANJEE,
NAIROBI.

No. 377/35.

MUNICIPAL OFFICES,
NAIROBI, 10th May, 1910.

GENTLEMEN,

With reference to my letter of the 4th of May and the 5th of May, to which I have not yet received a reply, I have to inform you that the Municipal Committee do not consider the hall in the Jeevanjee Market suitable for the European Produce Market, for which a much smaller building will suffice, and therefore propose to find accommodation elsewhere.

Yours faithfully,
(Sd.) E. L. SANDERSON,
Town Clerk.

MESSERS. A. M. JEEVANJEE & Co.,
NAIROBI.

No. 378/21.

MUNICIPAL OFFICES,
NAIROBI, 19th May, 1910.

GENTLEMEN,

In reply to your question of the 10th instant, the arrangement whereby half the proceeds of the auction sale of stalls in the Jeevanjee Market in Municipal Revenue has existed since the opening of the Market and, I understand, was made at the outset by the Government and yourselves.

Yours faithfully,
(Ed.) W. L. WANDERSON,
Town Clerk.

MESSERS. A. M. JEEVANJEE & Co.,
NAIROBI.

127

NAIROBI, 19th May, 1910.

THE TOWN CLERK,
NAIROBI.

DEAR SIR,

We must bring to your notice that owing to there being no meat shops on Government Road, the butchers in the market are suffering heavy loss as the servants of the Railway and Government authorities do not care to go to market and buy meat outside, which reduces the income of the stall-keepers in the market.

We hope that you will take measures immediately, so that it may not effect the next auction sale of market stalls, which is to be held by you on the 1st June next as usual, and also to let the stall-keepers know before the sale that you are going to take steps soon.

We have already sent you the plan of European Market (through Land Office, Nairobi) which we propose to put in the reserved market ground site to be fixed by you, provided a nominal rent of Rs. 25 per annum is fixed for each shop.

Further, we shall be glad to know if you wish to have any conversation with our senior who is leaving Nairobi by the 23rd inst. for England as we shall not be able to deal any land question until his return, as he personally deals with our whole land questions in the country.

Yours faithfully,
(Ed.) A. M. JEEVANJEE.

MACDONALD TERNANT,
Mombasa, 24th February 1911.

THE LAND OFFICER,
NAIROBI.

DEAR SIR,

We have just advised our Nairobi office that you have given a hundred feet
breadth of your 1000 sq. market plot for the purpose of a public road.

The indent agreed to by our senior was, we were informed by him, only a
width of 50', provided you gave us in exchange therefor some other land adjoining
our office. We shall, however, be glad to hear from you on the subject.

We have also been informed that you have removed the fencing which formed
the four sides of our market plot without giving any intimation thereof to our
office.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

COPY.

No. 209/425 RW/R.

LAND DEPARTMENT,
NAIROBI, 2nd June, 1912.

Messrs. A. M. JEEVANJEE & Co.,
MOMBASA.

For the part of the Deewanjee

Re. Jeevanjee Market Site, Nairobi.

In reference to the interview on the 23rd instant, it will be remembered that you would also have obtained the Excellency's approval, write making suggestion in respect of the ground claimed by you as part of the market site, and being to be used for the market. I then pointed out that the ground exists between the original market ground site as located by you and Stewart's end, either between the said sites and 6th Avenue, and suggested that, should the Government admit your claim, that your claim should be the part of 6th Avenue Street, and not the part of the market site as you described. I illustrated on the map which I have sent herewith, showing a coloured line, the strip over which I am asking you to relinquish your claims, and a coloured pink area over which I am asking you to admit your claims.

From approximate measurements taken on the ground, I estimate the blue area to be roughly 10,000 sq. ft., the two pink areas together being about 10,000 sq. ft. in area to the blue strip. I am leaving Nairobi for Mombasa on Monday next, and should you care to the matter further with me then, I shall be pleased to give you an interview on the subject.

Yours obediently,
(Sd.) R. BARTON WRIGHT,
Land Officer.

LAND DEPARTMENT,
NAIROBI, 16th February, 1912.

Messrs. A. M. JEEVANJEE & Co.,
MOMBASA.

Re. Jeevanjee Market Site, Nairobi.

In reference to the interview on the 23rd instant, it will be remembered that you would also have obtained the Excellency's approval, write making suggestion in respect of the ground claimed by you as part of the market site, and being to be used for the market. I then pointed out that the ground exists between the original market ground site as located by you and Stewart's end, either between the said sites and 6th Avenue, and suggested that, should the Government admit your claim, that your claim should be the part of 6th Avenue Street, and not the part of the market site as you described. I illustrated on the map which I have sent herewith, showing a coloured line, the strip over which I am asking you to relinquish your claims, and a coloured pink area over which I am asking you to admit your claims.

From approximate measurements taken on the ground, I estimate the blue area to be roughly 10,000 sq. ft., the two pink areas together being about 10,000 sq. ft. in area to the blue strip. I am leaving Nairobi for Mombasa on Monday next, and should you care to the matter further with me then, I shall be pleased to give you an interview on the subject.

Yours obediently,
(Sd.) R. BARTON WRIGHT,
Land Officer.

36
COPY.

NAIROBI, EAST AFRICA,
26th June, 1912.

DEAR SIR,

Lala Hussein Buz v. Gaydon.

Mr. Baykon has handed yours of yesterday's date, and instructs me to say that he denies speaking to your client on Friday morning last or driving him from his work.

Your client may take whatever action he may think fit.

Yours faithfully,
(Sd.) B. G. ALLEN.

MESSRS. TONES & GRANT,
SOLICITORS,
NAIROBI.

37

130

COPY.

MOMBASA, 27th June, 1912.

Sir,

In confirmation of our interview of this morning, I would be glad to know from you that you will have no objection, pending the settlement of exchange of rights over certain strips of land adjacent to the market site Nairobi, now the subject of negotiations, to the carting from Saddler's Street to the Nairobi Engineering Works across the strip to the west of Saddler's Street, to which you lay claim. For the purpose of carting heavy material it is necessary to surface road of access with mierram.

I have the honour to be,
Sir,

Your obedient servant,
(Sd.) R. BARTON WRIGHT.

MR. T. M. JEEVANJEE,
OF MESSRS. A. M. JEEVANJEE & Co.,
MOMBASA.

Corv.

NAIROBI, EAST AFRICA, 26th June, 1912.

DEAR SIRS,

A. M. Jeevanjee & Co. v. Bayldon

Mr. Bayldon has handed me yours of yesterday's date. The facts are as follows:—

Some considerable time ago Messrs. Hancock & Thompson gave up to Government some land in Parklands in exchange for a piece of land lying in front of the premises now occupied by Nairobi Engineering Works and between those works and the road. Recently Messrs. Hancock & Thompson made over all their interest in the premises used by the Nairobi Engineering Works and the above said plot to Mr. Bayldon. Some days ago Mr. Bayldon found that some wooden posts had been driven into the piece of ground referred to. He gave directions for these to be removed as no one had any right to interfere with the plot without his permission.

If Messrs. A. M. Jeevanjee & Co. claim any rights in the plot referred to, perhaps they would await the return of the Land Officer who has gone to Mombasa for a few days when the matter could conveniently be gone into and perhaps amicably settled.

Yours faithfully,
(Sd.) B. G. ALLEN.

MESSRS. TONKS & GRANT,
SOLICITORS,
NAIROBI.

59

131

COPY.

No. 209,425 G.W.T.

LAND DEPARTMENT,
NAIROBI, 28th June, 1912.

GENTLEMEN,

Plot No. 425 re. Jeevanjee Market Site, Nairobi.

I beg to acknowledge the receipt of your letter No. 51410 of the 22nd instant herein, and in reply to inform you that the Honourable the Land Officer, prior to his departure for the Coast, had a personal interview with Mr. Bayldon, when it was arranged that no further action should be taken pending his return.

I am, Gentlemen,
Your obedient servant,
(Sd.) I. C. O. GOWER,
Conveyancer.

MESSRS. TONKS & GRANT,
NAIROBI.

COPY.

MACDONALD TERRACE,
MOMBASA, 1st July, 1912.

MES. TONKS & GRANT,
NAIROBI.

DEAR SIRS,

We are in receipt of copies of correspondence between yourselves and Mr. Bayldon's solicitor, Mr. B. G. Allen, in respect of the strip of our land to which Mr. Bayldon lays claim, and enclose herewith a copy of the letter we have written to the Land Officer on the subject.

We had, in conversation, promised to the Land Officer, agreeing to his using the strip in question to cart goods across it, pending the decision of our senior to whom we have sent the Land Officer's correspondence. But as Mr. Bayldon still seems to think that the strip belongs to him, we cannot allow our land to be used for the purpose of a road, as the Land Officer desires to do, unless Mr. Bayldon acknowledges in writing our sole ownership of the ground.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

COPY.

MACDONALD TERRACE,
MOMBASA, 1st July, 1912.

THE LAND OFFICER,
NAIROBI.

SIR,

We beg to acknowledge the receipt of your letter of the 23rd ult. and the sketch plan enclosed therewith, with reference to the strip of our land which forms part of the market site. We have also received the letters and the copy to our Senior in Bombay requesting him to put us with his views and wishes in the matter.

With regard to our conversation of the 23rd ultimo and your letter of that date on the subject, we regret to have to inform you that as we were about to write to you, as promised by us, we received from our Lawyers, Messrs. Tonks & Grant, copies of letters written to them by Mr. Bayldon's solicitor Mr. B. G. Allen, from which we find that Mr. Bayldon still claims ownership of the strip in question. Under these circumstances we are afraid we can't agree to our land being used for a road to cart goods across it, unless Mr. Bayldon acknowledges in writing our sole ownership of the ground under discussion.

We are,
Dear Sir,
Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

L. NO. 120/1912

July, 1912

Nairobi, 26 July 1912

RE: Plot No. 425, 1/2 acre Market Sts. Nairobi.

With reference to your letter of July 1st, 1912, I note that you consider that you are unable to act in this matter without the assistance of your Senior in Bombay. The matter has been referred for consideration to the Hon. The Land Officer, Nairobi.

I have to inform you that the Hon. The Land Officer, Nairobi, has advised that the land in question is not yet registered and that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land. The Hon. The Land Officer, Nairobi, has also advised that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land.

I have to inform you that the Hon. The Land Officer, Nairobi, has advised that the land in question is not yet registered and that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land. The Hon. The Land Officer, Nairobi, has also advised that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land.

I have to inform you that the Hon. The Land Officer, Nairobi, has advised that the land in question is not yet registered and that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land. The Hon. The Land Officer, Nairobi, has also advised that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land.

Yours obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

MESSRS. A. M. JEEVANJEE & CO.,
MOMBASA.

COPY.

MACDONALD TERRACE,
MOMBASA, 5th July, 1912.

THE HON. THE LAND OFFICER,
NAIROBI.

Sir,

I beg to acknowledge the receipt of your letter of July 1st, 1912, in reference to the above matter, with reference to the application of A.M.J. for a part of our land.

I have to inform you that the Hon. The Land Officer, Nairobi, has advised that the land in question is not yet registered and that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land. The Hon. The Land Officer, Nairobi, has also advised that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land.

Whatever may be the nature of your application, I have to inform you that the Hon. The Land Officer, Nairobi, has advised that the land in question is not yet registered and that you should apply to the Registrar of Land, Nairobi, for the necessary registration of the land.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

COPIES OF TELEGRAMS.

To
HON. CHIEF SECRETARY, NAIROBI,
Copies to TONKS, AND JEEVANJEE, NAIROBI.

Land's letter 208 we exercise ownership rights on entire plot and therefore
strongly protest against any action which is premature and illegal.

JEEVANJEE
MOMBASA, 17th July, 1912.

To
TONKS, NAIROBI. Copy JEEVANJEE, NAIROBI.

Sending first post copy letter 209, meantime take necessary steps, protect our
rights, don't allow ground to be used for carting until question settled.

JEEVANJEE.
MOMBASA, 17th July, 1912.

No. 105/23

Local Inspector
Mombasa, 17th July, 1912

Re. Plot No. 415, Jeevanjee Market, Nairobi.

Copy of your letter of the 8th instant and regret
to inform you that the same has been forwarded to the
proper authorities for their consideration. It would not be
advisable to take any further action until the matter has been
settled. The Government will be authorized to take any
steps which may be necessary to protect the public interest.

Messrs. A. M. JEEVANJEE & Co.,
MOMBASA.

COPY.

MACDONALD TERRACE,
MOMBASA, 19th July, 1912

MESSRS. TONKS, DALY & FISHERS,
NAIROBI.

DEAR SIRS,

As stated in our wire of the 17th instant, we beg to hand you herewith a copy of the Land Officer's letter No. 209 of the 15th July in connexion with the strip of land about which you are already aware by the correspondence exchanged between the Land Officer and ourselves, copies of all of which have been sent you both direct and through our Nairobi Office.

On receipt of the letter No. 209 above referred to, we despatched a wire to the Chief Secretary, Nairobi, protesting against the lease which the Land Officer intends giving to the Nairobi Engineering Works. Copies of the protests were also sent to the Land Officer, to you and our Nairobi Office.

As the attitude of the Land Officer would appear to be absolutely defiant, hostile and unwarrantable, and his notice peremptory, the only and final course now left for us is, we think:

- (1) To call upon the Land Officer to deliver to us, without further delay, the lease for the entire original market plot over which we have exercised ownership for the last twelve years. The lease must also refer to the road which the Government have built through the ground.
- (2) To apply for grant of land in exchange for the ground occupied by the said road. We understand that the land so given in exchange was to be on Post Office Road.
- (3) To institute legal proceedings against the Land Office in order to prove and establish our ownership of the ground under discussion, if the Land Office continues to maintain that the strip in question is not part of our market plot.

The Sports Club Ground.

Please also apply to the Land Office for the lease of this ground, as being to obtain same, it also is our intention to take legal steps in order to have the question settled without losing any more time, and in case we fail to obtain satisfaction here, we purpose laying the matter before the Privy Council in England.

We also wish that you will communicate with the Sports Club cancelling our offer to sell the building for Rs. 6,000, which they have refused to accept.

Please also call upon them to pay the usual rent or to vacate the house and ground, and if they refuse to do so, file a suit against the Club.

The Town Clerk's Office.

You will remember that some time back the Leader had published that the Town Clerk had made a statement in the Legislative Council that the ground on which this building stands was not our property. On our writing to you on the subject you interviewed the Town Clerk and informed us that he had admitted the said statement to be a mistake. We shall therefore be glad if you will also apply for a lease of that plot.

Trusting that you will do all that you may consider needful in order to protect our rights and interest.

We are, &c., &c.,
(Sd.) A. M. JEEVANJEE & Co.

48
Copy.

No. 209/425 RW/WT.

LAND DEPARTMENT,
NAIROBI, 23rd July, 1912.

GENTLEMEN,

Re. Plot No. 425, Jeevanjee Market Site, Nairobi.

In reply to your letter of the 18th instant, stating that the construction of the road over the strip in dispute was being proceeded with by the Engineering Company, I much regret that it should have occurred, as I understood from Mr. Bayldon that he would abstain from such action pending authority from the Government.

This authority is now proposed to grant to the Engineering Company, and you have already been served with a notice requiring your clients to remove the fence posts and latrines which are standing on a portion of the strip of land of which the Government has resumed the possession. Unless the same are removed by the 28th instant, action will be taken by the Government for their removal.

I regret the triangular correspondence which has occurred in this connexion owing to Messrs. A. M. Jeevanjee & Co. on occasions acting without reference to yourselves, and I trust, to avoid confusion in the future, you will ask them to follow the usual procedure, and if they are employing a Solicitor, that they will leave him to act solely in the matter concerned.

If Messrs. A. M. Jeevanjee and Co. have failed to give you all copies of the recent correspondence I shall be pleased to do so.

I am, Gentlemen,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

MESSRS. TONKS, DALY & FIGGIS,
SOLICITORS,
NAIROBI.

136

49

Copy.

No. 209/425 RW/LL.

LAND DEPARTMENT,
NAIROBI, 30th August, 1912.

GENTLEMEN,

In re. A. M. Jeevanjee & Co. Market Site, Nairobi, Plot 425.

In reply to your letter No. 389/1 of the 16th instant herein, I would say that if your clients are prepared to waive any claim they may consider they have in respect of the strip of land west of Saddler Street, I am willing to recommend that they be given a lease of the vacant strips lying between the plots occupied by the Forest Department and the plot adjacent to the south thereof and Saddler Street, comprising an area, as nearly as can be judged, of 7,800 square ft.

I am, Gentlemen,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

Copy

MACDONALD TERRACE,
MOMBASA, 9th September, 1912.

MESSRS. TONKS, DALY & FIGGIS,
SOLICITORS,
NAIROBI.

DEAR SIR,

We have received your letter of the 7th inst., but cannot clearly understand what you say regarding the exchange of the plot.

In your letter of the 20th ultimo you stated that His Excellency had agreed to the grant of the five plots on the market frontage, as desired by Mr. Barton Wright, and we cannot see how the Municipality or any other Government Department is able to overrule the decision of the Governor, who is the Head of the Administration. It is therefore a matter of deep regret that the question, which we had considered settled, is being reopened again, and we are not prepared to accept a new suggestion put forward by the Municipality, notwithstanding the settlement arrived at by the Governor and the Land Office, unless of course, His Excellency now states that he has changed his mind and handed over the matter for the decision of the Municipality. We shall therefore be glad if you will again interview the Governor in the matter and let us know what he says, when we shall advise you how to act further.

We note what you write regarding the Gymkhana, and that you are getting a letter written by the Club on the terms proposed by us.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

MACDONALD TERRACE,
MOMBASA, 14th September, 1913.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIR,

We have received your letter of the 11th inst. and are sorry for the attitude of the Land Office, with regard to the exchange of our plots, but intend to do a equitable settlement of the question, as expressed in the account of our willingness to have the matter settled on a similar basis.

We do not at all understand why the Government, if they wish our land either for public or private use, should not make a fair and equal return in exchange.

The areas of our surrenders are roughly as follows:

Road 41 ft.
Strip 20 ft.

and we expect an equal return, although, we understand that the Government has received from the Government double the amount of land for their grounds occupied by the road.

Further, we fail to see in what way the question of shifting the boundary interfere with the leasing of the five plots to us, for even if the Municipality is going to shift the plots also.

If the Land Office is not going to settle this question on acceptable terms, we are afraid we shall have to hold on to our land which we are not at all willing to part with, but we are going to do so only to oblige the Government. We cannot accept the small 20 ft. strips between the plots occupied by the Forest Department as the land we are asked to surrender is valuable and we must have a similar exchange.

It is simply impossible for us to carry on this correspondence any further, and after having acquainted you, as well as the Land Officer, with our wishes in regard to the exchange, we have only to state, as a final step, that if the Government wish to have our land, we are quite willing to meet their wishes provided they allow us the five plots for which you applied, and to which both the Governor and the Land Officer had agreed.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

Copy.

N 209/425 WT/WT.

No. 209/425 LL LL.

LAND DEPARTMENT

Nairobi 7th/10th October, 1912.

Sir,

Ever, Mr. T. M. Jovvance, Plot No. 425 Nairobi.

I enclose herewith a copy of the official record which has been placed in the office of the Acting Governor in connection with the interview you had with His Excellency and myself on the 2nd inst. regarding the receipt of the same.

I am, Sir,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

Messrs. J. M. Jovvance & Co. of
to our own (Sd.)

209/425.

Notes: In an interview between H. E. the Acting Governor (in the presence of Mr. T. M. Jovvance) and the Land Officer at Mombasa on the 2nd of October, 1912.

Mr. Jovvance agreed to cede his rights to the plot of land situated to the west of Saddler Street on condition that he be allowed to build a shop on the plot between 9th and 10th avenues and on the strips of crown land lying between the Agra and Saddler Street, also that, if possible, he be allowed to build a shop on the plot on which Ghandy's Office stands; this, I told him, was conditional upon the Municipal Committee's approval; but that I would put it up for their favourable consideration.

(Sd.) R. B. WRIGHT,
Land Officer.
2nd October, 1912.

I have, &c.,
(Sd.) R. B. WRIGHT,
Land Officer.

Messrs. J. M. Jovvance & Co.,
Nairobi.

Copy.

No. 881/32.

MUNICIPAL OFFICES,
NAIROBI, 21st December, 1912.

DEAR SIRS,

Jeevanjee Market.

About 4 month ago I sent Mr. Jeevanjee's Nairobi Manager a copy of a report by the Medical Officer of Health on the above in which he urged various improvements including additional light and ventilation, re-arrangement of tables, removal of cupboards, provision of guttering and drainage, &c. After considerable delay I was informed that the report had been sent to Mombasa but I have as yet no word from the firm there. I should be much obliged if you could assist me in getting the matter disposed of, as I am in receipt of constant complaints about the condition of the market.

Yours faithfully,

J. A. WATSON,

Town Clerk.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

No. 87/4.

NAIROBI, 16th January, 1913.

SIR,

Re. Messrs. Jeevanjee & Co.'s Right to Market in Nairobi.

In reference to the above matter which we believe you have now under your consideration, we would draw your attention to a notice in large print appearing in the *Daily Leader* of Wednesday, January 9, 1913, (on page 4), which announces that markets will be conducted three times weekly by Messrs. Wessels & Co.

It is quite clear that the allowing of a Market at the place where the Market was erected in contravention of the agreement come to with Mr. Jeevanjee and his Market was erected.

We would ask you to take such immediate steps in the matter as you may find necessary.

(Sd.) TONKS, DALY & FIGGIS.

To

THE LAND OFFICER, LAND DEPARTMENT,
NAIROBI.

TELEGRAM.

TONKS COPY JEEVANJEE, NAIROBI.

Have you protested against market opened by Wessels if not please do so at once and send us copy.

JEEVANJEE,

MOBASA, 13th January, 1913.

COPY

MOBASA, 17th January, 1913.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIRS,

We thank you for your letter of the 7th instant, enclosing a copy of the protest you have addressed to the Land Officer in connexion with the public market opened by Messrs. Wessels & Co. which is a violation of the agreement existing between the Government and our firm. We are of opinion, if you agree with us, that it would be advisable to send copies of the protest to His Excellency the Governor and the Head of the Municipality, and we shall be glad if you will do so at once, in order to bring the matter home to them so that a speedy settlement of the question can be arrived at without losing time. We shall be glad to hear from you as soon as possible, and trust you will give the matter your full and necessary attention.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

COPIE

MUMBAI, 22ND JUNE 1919.

MESSRS TONNERS & CO. LTD.

DEAR SIR,

We understand that Mr. Provincial Commissioner is about to go to Europe. It is absolutely necessary for us to see him when he is in Bombay. We have therefore written to His Excellency the Governor with a request that you once again be appointed as the Land Officer and be in Bombay during his visit.

Please let us know what measures you propose to take in the matter.

Yours faithfully,
J. M. Jervanien

NAIROBI, 22ND JUNE 1919.

DEAR SIR,

Jervanien Market Site.

I had a long interview occupying the entire afternoon with the Land Officer. He has expressed the opinion that your rights should be at once determined.

I have undertaken to write the Secretariat for an interview with H. J. Jervanien on the 27th of June at which I can be present.

My examination of the file has disclosed an important point which I will discuss with you by next post.

I am, Sir, very respectfully,
Yours faithfully,
J. M. Jervanien

TO

A. M. JERVANIEN & CO.,
MOMBASA.

RECORDED
INDEXED
JUN 23 1919
MOMBASA
J. M. JERVANIEN & CO.
MOMBASA

No. 100/

Nairobi, 24th January, 1913.

DEAR SIR,

We had already pressed the Land Officer for an interview with the Governor before your wire arrived.

The result of my interview with Mr. Barton Westwood, Treasurer, was the discovery that the questions of the Market were put with the other queries in June 1910 to the Secretariat to be forwarded to the Colonial Office. As you are aware, I have been continually pressing the Land Officer for information as to whether any reply has been obtained.

From the report is discovered that the whole report is discovered to be at the Governor's desk with no note as to whether it has been dealt with.

From the Governor's report that the report was never sent Home or was taken Home by the late Governor and returned by him without anything being done. This is of course unsatisfactory, and I at once pressed that immediate steps should be taken to see that the matters which have been in abeyance should be definitely settled and put to rest at an interview with the Governor at which you can be represented.

The Land Officer undertook to write a note recommending such an interview, and I shall again press him.

The unfortunate thing is that there is nothing in writing binding the Government at present, as Mr. Answorth's notes are most vague and the letter enclosing Mr. Jeevanjee's notes as to the basis on which the Market was built has never been replied to.

I shall again see the Land Officer as to whether he has written to the Governor.

Yours faithfully,

E. K. FIGGIS,
(TONGS, DALY & FIGGIS).

To

A. M. JEEVANJEE & Co.,
MOMBASA.

63

143

MOMBASA, 24th January, 1913.

MESSES. TONGS, DALY & FIGGIS,
NAIROBI.

DEAR SIR,

We are in receipt of your letter on the subject of the Market, and we understand that the papers relating thereto and which were sent to the Secretary in 1910 have been found to be still in that Office without apparently having been done in the matter. But, however that may be, it is not our intention and there is no reason why on that account we should not get our full rights of monopoly in accordance with the agreement drawn up between P. C. Mr. Answorth but a copy of which has not yet been furnished. Whatever may be the result of the notes made by Mr. Answorth and above referred to, he is fully aware that the agreement which is now according to the basis proposed by him. We are prepared to do all that is necessary to have the matter settled and our rights.

Yours faithfully,
A. M. JEEVANJEE

64
Copy.

No. 5602 S/J.

No.

LAND DEPARTMENT
NAIROBI, 27th February, 1914.

Sirs,

Exchange of Land, Saddler Street, A. M. Jecyaniec & Co.
Nairobi.

Referring to my letter No. 5602 of the 15th of October last, and your No. 298/S of the 17th idem, I beg to advise you that deed plans are now to hand, and I shall be in a position to proceed as soon as the matter mentioned in my letter under reference is completed.

I am, Sirs,
Your obedient servant,
(Sd.) I. L. O. GOWER,
for Land Officer.

MESSRS. TONKS, DALY & FIGGIS,

NAIROBI.

65
No. 295/4.

144

Sir,

Re. A.M. Jecyaniec - Marks Agreement and office.

In reference to my recent interview with you as to these agreements when I was agreed that you would approach the Exchequer as to the advisability of having an agreement at which all parties might be represented, it is now to be placed in the hands of the Exchequer which have been in an incomplete state for so many years upon a definite basis and as a result of the various leases which have been granted. I am urged by my clients to have the interview at the earliest possible date, as we understand that Messrs. Mansworth who would be one of the most essential parties to be present is shortly leaving the Protectorate and it is most desirable that a final settlement of these matters should not be delayed.

Yours obediently,
(Sd.) E. K. RIGGIS,
TONKS, DALY & FIGGIS.

THE LAND OFFICER,
NAIROBI.

Copy.

No. L. 475 L/S.

LAND DEPARTMENT,
NAIROBI, 15th February, 1913.

GENTLEMEN,

In re. A. M. Jeevanjee & Co.

In reply to your letter No. 295/2 of the 5th instant, I would say that His Excellency whom I approached agreed with me that it was highly desirable that these outstanding matters should be cleared up and I much regret that pressure of business has made it impossible to go into the cases prior to His Excellency's departure on "Safari." On his return early next month I will reopen matters.

I am, &c.,
(Sd.) C. H. CAMPBELL,
for Land Officer.

MESSRS. TONKS, DALY & FIGGIS.

145

JUNE 13

THE HON. THE LAND OFFICER,
NAIROBI.

DEAR SIR,

May we request the favour of your being kind enough to furnish us with a copy of the report from Mr. Ainsworth on our Market Site.

Yours faithfully,
(Sd.) A. M. JEEVANJEE.

COPY.

No. 209/425 J.J.

LAND DEPARTMENT,
NAIROBI, 18th June, 1913.

SIR,

Re. Jeevanjee Market Site, Nairobi.

I beg to enclose, as requested, copy of Mr. Ainsworth's memorandum dated 31st March, 1913, in connexion with the above matter.

I am, Sir,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

E. K. FOCUS, Esq.,
NAIROBI.

Copy of Memorandum by Mr. Ainsworth regarding the Jeevanjee Market Site, Nairobi. File 209/425.

In 1902, after the outbreak of Bubonic Plague in Nairobi, it was decided to lay out a new Bazaar Site. The present site was selected. In the same year a question was raised with regard to the establishment of a Public Market other than a purely Native Market which was already established, wherein fresh food could be sold under sanitary conditions, there then being in existence a row of temporary booths erected along the North side of Government Road (these booths were erected by Messrs. Jeevanjee & Co. to meet the temporary requirements of the town. Messrs. Jeevanjee & Co. drew the rents and the Municipality collected fees).

No funds were available for the building of a market, and it was impossible at the time to obtain money for the purpose. Consequently I interviewed Messrs. Jeevanjee & Co. (the only people then living in the town who were in a position to meet our requirements; this firm was established at Nairobi as Railway Contractors, &c.). The firm agreed later on in the year to build a Public Market on a site to be pointed out by us for the purpose. I selected the site behind the Public Gardens, (then being laid out).

So far as I can gather from the papers now before me, and in so far as my memory will aid me at this distant date, the understanding was that a market should be erected, and that when erected it should be used as a Municipal Market. It was arranged that the market building would belong to Messrs. Jeevanjee & Co., but that it should be controlled by the Municipality, that the firm should take the rents for which the stalls were let, but that the amount of rent per stall should be fixed by the Municipality. It was further arranged that the right to rent the stalls should be put up annually to auction and that the proceeds of such auction should be divided equally between the owners of the market and the Municipality. The owners were to keep the building in a proper state of repair to the reasonable satisfaction of the Municipal Committee. Messrs. A. M. Jeevanjee & Co. were to have a 50 years' lease of the land on which the market stood, and a reasonable amount of additional land on the two sides and back for possible extensions and other business that might be connected with the market; and that inasmuch as the building to be erected was for the use of the Municipality, a nominal rent only should be charged, provided, however, that such land could not be used for any other purpose except a market or business connected therewith.

It was understood that so long as the building was maintained, and, if necessary, added to, to the satisfaction of the Municipality, it would, to the extent of the term of the lease, be used as a market and that so long as the market met the requirements of the town, the Municipality would not open a similar market.

It was quite understood that the auction proceeds should be divided between the Municipality and the owners, also that the stall rents should go to the owner, the Municipal fees going to the Municipality.

As regards the extent of land involved, there never was any mention as to the actual area. Owing to the fact that the entire arrangement was for the benefit and use of the Municipality and not for private enterprise, the question of area at the time appeared of no particular importance. I think it would have been quite possible that had a Surveyor been available at the time, he would have received instructions to have surveyed the area shown on the plan of 1904, (vide L. O. File No. 209/425). It must be further remembered, however, that at the time there was no Land Office, as such, or Survey Department in existence.

I personally regarded Messrs. Jeevanjee & Co. at the time more in the light of moneyed people willing to come to the aid of the Municipality, certainly not, as pure philanthropists but possibly as persons willing to meet our requirements with the hope that at some future date the outlay would bring some return. I certainly at the time did not think that there would be any immediate return in comparison to the expenditure involved.

The elder Mr. Jeevanjee after the erection of the market offered to the town a marble statue of the late Queen Victoria and further offered to erect walks and railings, etc., round the Public Gardens opposite the market. This offer was accepted by H. M.'s Commissioner and the work was subsequently completed. These various matters marked Mr. Jeevanjee as a man interested in the Town, and I feel convinced that had he not been met by all this opposition and difficulty, he would, amongst other things, eventually have handed over the market as a present to the Town with the proviso, probably, that it be called the "Jeevanjee Market."

It is an undoubted fact the firm of Messrs. Jeevanjee & Co. came forward to the assistance of Nairobi at a time when we had no money and when no one would have invested any considerable sum in the place. The firm may have had a long-sighted policy. I think, however, myself that they (the elder Mr. Jeevanjee more particularly) were more actuated by a desire to really help the Government at the time, and thereby bring their name and their actions prominently to the notice of the Government.

I do not think even now that a settlement of the present difficulty is a question of money. I think it has more to do with the idea that certain rights are being denied, and as a consequence the firm feels that they are being subjected to injustice.

Mr. A. M. Jeevanjee at an interview on the 23rd July, 1906, subscribed to the following memo., as the basis of an arrangement:—

"50 years' lease of land on nominal rental, condition that building on same be used only as a public market and that the building and "(or)" buildings be kept in proper order and repair by Jeevanjee. Jeevanjee to agree that at any

... in the future, should the local authorities require it, and it be necessary, he will add to the present buildings sufficient to meet the requirements from time to time. For this purpose sufficient land to be reserved round present building.

"(Sd.) A. M. JEEVANJEE.
" JOHN AINSWORTH
" R. B. WRIGHT."

As regards the holding of an Agricultural Show on the ground behind the market, I believe, that it was subsequently arranged with Messrs. Jeevanjee & Co. that we should use the back part of the market building which had no stalls, as a show room for vegetables, etc., and that the outside ground should be fenced and cattle stalls, horse boxes and sheep pens should be built thereon by Jeevanjee for the use of the Society, and that the Society should pay a sum of Rs. 40 for the use of the room and ground for the show. I believe that Messrs. Jeevanjee fenced the land to meet these requirements.

I believe it has been suggested by Messrs. Jeevanjee & Co. that at the Public Market no one was to be allowed to sell meat or other such goods at any other place other than in the market. This was done in reference to the Rules, dated May 19th, 1904, issued under the Townships Ordinance, 1903. Provision was made for the opening of shops for the sale of petroleum products. I personally drafted the original rules which were then brought into legal force by the Crown Advocate (then Mr. Barth). It will, therefore, be seen that there was no idea or intention of confining the sale of such commodities to the Public Market.

The foregoing would seem to close this matter in so far as I am concerned. I cannot think of any other point that would be of interest. I would, however, remark that, in my opinion, had the matter been dealt with in 1904, in a spirit more consonant with the justice of the case, it would have been settled long ago.

(Sd.) JOHN AINSWORTH,
Provincial Commissioner.

KISUMU, 31st March, 1918.

MESSES. TONKS, DALY & FIGGIS,
SOLICITORS,
NAIROBI.

Dear Sirs,
We have received from the Land Officer that a copy of the Report of the Commission on our market site, which we had asked him to furnish us, had been sent to you. We shall feel obliged if you will forward the report to us by the first post.

Yours faithfully,
(Sd.) A. M. JEEVANJEE

1918
MAR 31 1918
RECEIVED
PROVINCIAL COMMISSIONER
KISUMU

No. 405/0.

Dada Sir,

Re. Ainsworth's Report on Market.

Herewith Mr. Ainsworth's report as requested. We would like your remarks on the report before giving an opinion on it.

We were hoping to see your Mr. M. Jeevanjee here on the matter but understand he cannot leave Bombay at present.

Yours faithfully,

TONKS, DALY & FIGGIS.

A. M. JEEVANJEE & Co.,
MOMBASA.

Notes of Interview with Land Officer.

July 20th, 1904.

PRESENT:

MR. JEEVANJEE, TYAB ALI, LAND OFFICER, T. M. JEEVANJEE, S. K. FIGGIS & CO.

House.

Slaughter House.

It was suggested that Jeevanjee should accept a suitable amount of land adjacent to the plot adjoining 129 Ngara Road.

Jeevanjee agreed to accept the land on the condition that the Land Officer intimated that the land was for road purposes.

Agenda - 129 Land Officer's liability to Jeevanjee & Co. they must pay.

Meeting adjourned.

Mr. Jeevanjee to write asking for the land to be set out in order to bring matter to a head.

Total.

Mr. M. Jeevanjee to write to the Land Officer further before action is taken.

No. 140/7.

NAIROBI, 24 August, 1913.

Sir,

A. M. Jeevanjee & Co.

In pursuance of the interview which our Mr. Figgis had with you on the 1st ultimo, in company with Mr. T. M. Jeevanjee and his Nairobi Agent and which discussed the substance of the interview we now write you a confirmatory letter for the purpose of trying to bring the various matters at issue to a head.

Re. Lease of Market Plot.

No lease of this plot has yet been granted and as there seems to be a difference of opinions not only between the proposed leasees and the Government in the E. A. at present but also between the various Government Officials who have had to deal with the matter it would appear useless to prolong this case by delay.

We would ask you therefore to have a draft lease prepared by the Government in which the Government propose to grant it. If the lease and the plan be in accordance with what our client consider their agreements to be and will be returned approved and it is not, we shall be in a position to have a final determination of what form the lease should actually take.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To

THE HON. THE LAND OFFICER,
NAIROBI.

75

COPY.

No. L. 475 L/J.

LAND DEPARTMENT,
NAIROBI, 30th August, 1913.

GENTLEMEN,

A. M. Jeevanjee & Co.

I beg to acknowledge the receipt of your letter of the 9th instant herein.

Re. Lease of Market Plot.—I have made recommendations for the approval of His Excellency regarding the area of which a lease should be given and on receipt of his instructions I will advise you further.

Re. Stand of House.—I regret that I am unable to accede to your proposals for plot 477 Kiria Road to be used in exchange for the area originally leased for purposes of a slaughter house. Not only is the River Road Plot a far more valuable one from the point of view of position, but the area is of much greater extent than that of the plot which you propose to surrender. My idea in suggesting an exchange was that your clients should be granted a plot of less value in value and of equal area. This could be effected by an addition to your clients' Ngara Road Plot of an equal area of crown land adjoining the same. I should be glad to hear if this proposal meets with your clients' approval.

Electric Light Post Plot 30.—I have to thank you for the manner in which your clients have met me in this matter. I have asked the Electric Light Company to furnish me with proofs that they were given permission to carry their line over the said plot. Mr. Udall has explained to me that this will require reference home, but that he is prepared to make the required alterations, the question of payment to be dependent on whether such permission was or was not given by the Government.

Three Cornered Plot Indian Bazaar.—Your remarks are noted. The question of whether this plot should be retained as a reserve to the Government will have the consideration of the Municipal Committee after which I will address you further.

With reference to your postscript referring to copies of various agreements promised some months ago, I should be glad if you will supply with a list of the agreements under reference. I understood that your clients had asked for and obtained certain agreements as you say some months ago.

I am, Gentlemen,
Your obedient servant,
(Sd.) R. B. WRIGHT,
Land Officer.

Messrs. A. M. JEEVANJEE & CO.,
NAIROBI.

70
No. 478/7.

NAIROBI, 15th September, 1913.

DEAR SIRS,

Your letter of the 10th instant to hand.

Re. Market Plot.

The whole question is what is the areas comprised in the Market Plot, and it is merely the question of area which is referred to the Governor. When we get the draft lease and plan we shall be in a position to either agree or fight the Government on the point. Up to this we have never had anything definite in writing and that is why we are trying to get the Land Officer to issue his draft lease in some form or other.

Yours faithfully,

(Sd.) TONKS, DALY & FIGGIS.—

To

A. M. JEEVANJEE & Co.,
MOMBASA.

150

77
Copy.

No. 5602 S/U.

LAND DEPARTMENT,
NAIROBI, 15th October, 1913.

GENTLEMEN,

Exchange of Land, Saddle Street A. M. Jeevanjee & Co.

I beg to confirm a telephone conversation on the 13th instant with your Mr. Figgis, when it was pointed out that plot No. 781 appears in my list as not belonging to your clients, though I understood from you that your clients intended to purchase the property. I shall be glad if you will kindly advise me what arrangements are being made by your clients, as I am now prevented from proceeding with the matter in that deed plans cannot be prepared.

I am, Gentlemen,
Your obedient servant,
(Sd.) W. STUART AKES,
for Land Officer.

MESSES. TONKS, DALY & FIGGIS,
NAIROBI.

No. 299/8.

NAIROBI, 17th October, 1913.

SIR,

Exchange of Land, Saddler Street, A. M. Jeevanjee & Co.

In reply to your letter No. 5602 S/U. of the 13th instant, we have seen Mr. T. M. Jeevanjee who is at present in Nairobi.

The negotiations with regard to this exchange are not completed but we shall communicate with you as soon as we receive further instructions.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To

THE HON. THE LAND OFFICER,
NAIROBI.

No. 23/9.

NAIROBI, November 11th, 1913.

SIR,

A. M. Jeevanjee.

We are instructed by our clients, Messrs. A. M. Jeevanjee & Co., to apply to you for draft lease of the Stables Plot.

You will remember that the question of this plot was decided in last March at an interview between Messrs. Jeevanjee, yourself and our Mr. Figgis when the rent was fixed at Rs. 150 per annum; there would therefore be no difficulty in having this lease put through.

With regard to the Market lease, we have advised our clients to endeavour to obtain an interview with His Excellency the Governor at Mombasa.

Messrs. Jeevanjee & Co. also instructed us to enquire whether you are prepared to issue 99 years' lease for plot No. 220; and further whether any work has been done with regard to their application for 1½ acres freehold for the purpose of a mosque.

We would be obliged if you would let us have a reply for these matters at your earliest convenience.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To

THE HON'BLE THE LAND OFFICER,
NAIROBI.

No. 623

NAIROBI, 6th January, 1914.

SIR,

A. M. Jeevanjee & Co., Extension of Lease, No. 5092, 1904.

We are instructed by our clients, Messrs. Jeevanjee & Co., to return you the enclosed draft lease for 89 years approval with the consequential amendments marked in red ink.

(Sd.) TONKS, DAVY & FRIS.

To
THE CONVEYANCER,
LAND DEPARTMENT,
NAIROBI.

No. 5092 S/O.

NAIROBI, 3rd February, 1914.

SIR,

In reply to your letter of the 29th inst. regarding the Exchange of Lease, Saddle No. 5092 of the 1904 lease, I beg to advise you that the same has been approved in a position as proposed in the letter under reference is completed.

Messrs. TONKS, DAVY & FRIS.
NAIROBI.

1946

Sir,

Mr. T. J. ... for India shortly, he is at present in ... asking for an interview ... various pending matters while he is here.

GEN

view on Friday the 26th could you give him an interview on Friday the 20th

instant

Dr. Egon ...

Your obediently

TONGE, DATA ...

(Sd)

SECRETARY,
NAIROBI.

THE HON. THE CHIEF SECRETARY,
NAIROBI.

1946

GENTLEMEN,

... acknowledges the receipt ... of the establishment of a ... if you would kindly ... in your previous letter ... appears to be no copy in this office.

I have

James A. M. ...

Copy

TONKS, DALY & FIGGIS.

EAST AFRICA,

Sir,

R. Public Market, Nairobi.

We are instructed by our clients, Messrs. A. M. Jeevanjee and Co., to reply to your letter No. S. 113 of the 19th of March, 1914 in reference to the above market. Further than the minutes of the conference copies of which are in the file of the Land Office our clients do not know as far as we are aware, defining the terms of their agreement with the Government. Mr. A. M. Jeevanjee has been in India for some time and Mr. T. J. Jackson has just left for India. So we can't give you an absolutely definite reply on this point.

You will remember that the whole of the market monopoly or lease was gone into last year when Mr. Ainsworth gave the statement as to circumstances under which the agreement was arrived at and a copy of the minutes of the interview and Mr. Ainsworth's report can be obtained from the Land Officer. The whole position as to the market is at present satisfactory. We have been trying to obtain the lease for some years, but have been favoured with even a draft lease for approval.

Our clients are quite satisfied as to what the agreement was and it appears to me that the Government records should be such as to enable the officer to submit a draft lease.

We have pointed out some time ago that our clients were most anxious to have the Government's proposals as to all their agreements which have been kept pending for such a long time, put in writing and drafts of leases submitted in order that they might be either agreed to or the question referred to the Colonial Office. Our clients are anxious to be able to lay their case, if necessary, before the Colonial Office while our Mr. Figgis is in England and it will be most unsatisfactory if he has to deal with the matter before the draft leases have been submitted.

With regard to the particular subject of your letter under reply we fear we can't at present furnish you with any information further than that which can be obtained from the Land Office files.

Yours obediently,

THE HON. THE CHIEF SECRETARY
TO THE GOVERNMENT.

Copy.

No. 495/18.

MUNICIPAL OFFICES,
NAIROBI, 1st April, 1914.

MESSERS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIRS,

Jeevanjee Market.

In reply to your letter of the 31st ultimo, the information given me by your clients is incorrect as I neither did nor cause to be done any of the acts alleged.

Yours faithfully,
(Sd.) J. A. WATSON,
Town Clerk.

No. 7186 N/E.

LAND DEPARTMENT,
NAIROBI, 11th April, 1914.

GENTLEMEN,

Re. Jeevanjee Market.

I beg to inform you that your Mr. Figgis called upon me on or about the 24th ultimo and asked that a lease of this property might be submitted to him for approval on behalf of his clients.

9. It appears from a perusal of the file that your Mr. Figgis and Mr. Jeevanjee had an interview with His Excellency the Governor on March the 17th last when terms were discussed and that Mr. Barton Wright had instructions to again approach Mr. Jeevanjee after obtaining an expression of opinion from the Municipal Committee who were placed in full possession of the facts.

3. I am now advised by the Municipal Committee that it is impossible at the present time to make any recommendations in view of the fact that the market has recently been closed by the Sanitary Authorities.

4. In these circumstances it is quite impossible for me to prepare a draft lease in absence of final instructions. If you think proper will you kindly advise Mr. Figgis accordingly.

I am, Gentlemen,
Your obedient servant,
(Sd.) I. L. O. GOWER,
Ag. Land Officer.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

87

155

COPY.

MACDONALD TERRACE,
MOMBASA, 22nd April, 1914.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIRS,

With reference to the closing of the market, and the interviews of our Manager, Mulla Talib, with your Mr. Daly in Nairobi recently, we regret we have not yet received any report from the Municipal Committee on the matter. We request therefore that you will be kind enough to ascertain from the Authorities concerned when we may expect the market to be re-opened.

We return herewith the draft from your Mr. Figgis and shall be glad if you will write to the Chief Secretary accordingly, in reply to his letter No. B. 3013 of the 10th of March last, copy of which is enclosed.

We trust you have interviewed the Acting Land Officer, Mr. Gower, in connection with his letter of the 11th instant to you regarding the lease of the market. The letter is returned enclosed herewith.

We are waiting to hear from you in respect of the lease of our shamah and hope you have reminded the Land Officer about it.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

No. 451/11.

NAIROBI, April 29th, 1914.

SIR,

Re. Jeevanjee Market.

We have the honour to enquire when this Market will be again opened. The Market has apparently been closed *sine die*. So far as we are aware the whole of your requirements were completed between the 27th and 31st March but the Market remains closed and our clients are running a daily loss of rent. We shall be obliged if you will let us know whether you require anything further done and if not to let the place be opened.

We are, Sir,

Your obedient servants,

(Sd.) TONKS, DALY & FIGGIS.

To

THE MEDICAL OFFICER OF HEALTH,
NAIROBI.

89

No. 462/11.

NAIROBI, 1st May, 1914.

156

SIR,

Re. Public Market, Nairobi.

We are instructed by our clients, Messrs. A. M. Jeevanjee & Co., to reply to your letter No. 5,8013 of the 19th March, 1914, in reference to the above matter.

Further than the minutes and correspondences copies of which are in the files of the Land Office our clients have nothing, as far as we are aware, defining the terms of their agreement with the Government.

Mr. A. M. Jeevanjee has been in India for some time and Mr. T. M. has just left for India, so we cannot give you an absolutely definite answer at this point.

You will remember that the whole question of the Market Monopoly was gone into last year which Mr. Ainsworth came up to the statement of the circumstances under which the agreement was arrived at. The minutes of the interview and Mr. Ainsworth's report can be seen at the Land Office.

The whole position of the Market is at present most unsatisfactory. We have been trying to obtain the lease for some years but have not been successful with even a draft lease for approval.

Our clients are quite satisfied as to what the agreement should be and we have to us that the Government records should be such as to enable them to submit a draft lease.

We have pointed out some time ago that our clients were most anxious to accept the Government's proposals as to all their agreements which have been kept pending for such a long time put in writing and drafts of leases submitted in order that they might be either agreed to or the question referred to the Colonial Office.

Our clients are anxious to be able to lay their case, if necessary, before the Colonial Office while our Mr. Figgis is in England and it will be most unsatisfactory if he has to deal with the matter before the draft leases have been submitted.

With regard to the particular subject by your letter under reply we fear we cannot at present furnish you with any information than that which can be obtained from the Land Office file.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS.

To

THE CHIEF SECRETARY
TO THE GOVERNMENT,
NAIROBI.

No. 464/11.

Nairobi, May 1st, 1914.

re: Mombasa.
yet regarding Market.

TERMS

W. H. W. FISHER

Nairobi, Ken.

Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 28th inst. regarding the market in Mombasa.

I have the honor to acknowledge the receipt of your letter of the 28th inst. regarding the market in Mombasa.

I have the honor to acknowledge the receipt of your letter of the 28th inst. regarding the market in Mombasa.

Yours faithfully,
W. H. W. FISHER

Office

STANLEY G. EVANS

NAIROBI

NAIROBI

re: Mombasa.
yet regarding Market.

Wire with a copy enclosed to the Chief Officer about Market.

STANLEY G. EVANS

MOMBASA, 11th May 1914.

TONES,
NAIROBI.

Thank you for your letter regarding the market in Mombasa.

Yours faithfully,
STANLEY G. EVANS

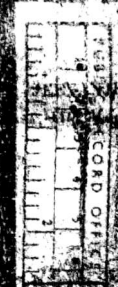
NAIROBI, May 11th, 1914

W. H. W. FISHER

MOMBASA

No definite answer re. Market yet writing.

ROSS. CC



MOMBASA, 15th May, 1914.

We have been directed by Messrs. A. M. Jeevanjee & Co. to write to you in reference to the closing of the Levette Market at Nairobi.

It has been found that the market has been closed since the 10th April without any previous intimation having been given to the public. It is understood that the Medical Officer of Health, Nairobi, has been informed by our Clients' Acting Manager (Mr. Yusufali) of Nairobi that certain repairs and white washing were required and were required to be done immediately and Mr. Yusufali asked the Sanitary Inspector to close the market for a few days until it could be opened in a couple of weeks.

On the 10th April our Clients' Acting Manager, Mr. Yusufali, went up to Nairobi and on the 14th saw Dr. Gifford who had been sent by him to the Municipal Committee to advise them on the subject of the market. Dr. Gifford has since been in communication with the Municipal Committee and has advised them that the market should be closed for a few days until the repairs and white washing have been completed.

The extent to which the market has been closed is a matter which is being dealt with by the Municipal Committee. It is understood that the Municipal Committee are prepared to carry out any reasonable repairs and white washing which may be required to be done to the market. It is also understood that the Municipal Committee are prepared to consider the question of the market being closed for a longer period if necessary.

We have the honour to be, Sir, Yours obediently,
(51) BONKS, DALY & FIGGIS.

FOR HON. THE CHIEF SECRETARY
TO THE GOVERNMENT,
NAIROBI.

COPY

No. 174/39

PUBLIC WORKS DEPARTMENT,
123rd May 1914.

GENTLEMEN

Alterations to the Levette Market.

As a result of His Excellency's detailed instructions of 10th May 1914, I have the honour to inform you that you must effect the alterations to the Levette Market as soon as possible for the market purposes.

The extent to which the building is closed in, and deprived of light and air, is a matter which is being dealt with by the Municipal Committee. It is understood that the Municipal Committee are prepared to carry out any reasonable repairs and white washing which may be required to be done to the market. It is also understood that the Municipal Committee are prepared to consider the question of the market being closed for a longer period if necessary.

The ground corrugated iron may be used for the present windows, which may remain. To keep off the sun on the entire west side of the building with the exception of the spacing between the doorways, is to be provided with a sun screen of the type shown on the enclosed drawing, P. W. D. No. 1450 A. The gutters shown must run from the centre doorway towards the north and south sides of the building, respectively and must be discharged for the present by down pipes taken down to ground level. Drains for the conveyance of storm water will be required as Government facilities are available for its discharge into the main drainage system of the town. Work is to be carried out in the best style and workmanship in accordance with the P. W. D. General Standing Specifications for building work.

In addition to this work the following items are to be attended to :-

- (a) Wood work in the studding of the walls, the legs of tables, supports of partitions, etc., which is at present carried through the masonry floor must be stopped at floor level. As regards the

CO. 100

uprights of the studding they are to be carried on by a fin by fin, scantling lying on the masonry floor and attached to it by angle irons as indicated in a small sketch supplied to you.

(b) All the old fixed stalls are to be demolished and removed, as all fittings and stall furniture to be used in the market when next re-opened, are to be movable.

(c) The floor will require treatment to the following extent:-

Portions at present presenting a soil surface are to be sloped, paved and pointed.

Cement mortar pointing, wherever it has cracked or perished must be raked out and replaced.

Any areas over which the floor has dropped or subsided are to be lifted and made good.

Holes in the floor where timbers have hitherto been inserted are to be cleared out and filled with concrete.

(d) The central area is to be terraced and sloped so as to throw off all rain water to the central outlet which is to be kept clear, so that water does not stand in the beds of the fountain. Government work is at present in hand which will allow of the discharge of washings and drainage from this area into the market road sewer, as soon as the necessary connections can be made, which will be some time this year.

Trees overhanging the gutters round the central area must be pruned so as not to drop leaves into the gutters.

I have, &c., &c.,
(Sd.) W. MCGREGOR ROSS.

MESSRS. A. M. JEEVANJEE & CO.,
NAIROBI.

Copy.

No 45/10.

P. O. Box 34, NAIROBI,
EAST AFRICA,
21st Jan., 1914.

Sir,

Market Land.

Re. Ground in front of Nairobi Engineering Company's premises.

In confirmation of our message on the telephone we beg to state that our clients, Messrs. Jeevanjee, are quite prepared to abstain from any work on the plot in dispute pending the settlement of the question regarding the strip.

Our clients however request us to ask that the Nairobi Engineering Company should also be restrained from building their road or exercising acts of ownership over our lands during the same period.

We think it quite probable that you may be able to fix the matter up with Mr. Jeevanjee but until this is done our request that the other party be put under similar restrictions does not seem unreasonable.

Yours obediently,
(Sd.) TONKS & GRANT.

THE HON. LAND OFFICER,
NAIROBI.

COPY.

No. 3084.

THE SECRETARIAT,
NAIROBI, 25th September, 1914.

GENTLEMEN,

With reference to the previous correspondence on the subject of the Jawanjee Market, Nairobi, I am directed by His Excellency the Governor to transmit to you for your consideration the following proposals drawn up by a Sub-Committee of the Municipal Committee appointed to deal with the matter.

2. It is understood that the present arrangements are:—
 - (a) That the stalls are sold annually and the premia divided equally between the Municipal Committee and your firm.
 - (b) That you receive all rent for the stalls at Rs. 5 per month per stall.
 - (c) That you keep the building in repair while the Municipality is responsible for cleaning it.
3. The Sub-Committee have estimated the receipts from the market, and from the enclosed schedule, it appears that the net annual income is approximately Rs. 3,047 per annum.
4. A considerable amount of delay and difficulty has been experienced by the Committee in the matter of the repairs to be executed by your firm, and the Committee therefore feel that matters would be simplified if the responsibility for the work were laid on them.
5. They therefore recommend, without prejudice, to the question of the exact amount of land to be included in the lease, that the Government should grant your firm a lease of the whole plot L. O. No. 425 at a nominal rental of Rs. 20 per annum for 50 years as from the 1st of August, 1906, provided that your firm will immediately enter into an agreement with the Government on behalf

of the Municipal Committee to sub-lease the whole property to the Municipal Committee for the remaining balance of the term at Rs. 5,500 per annum, the Municipal Committee to keep the property in repair and pay all rates and taxes together with the ground rent.

6. I am to point out that this offer is extremely liberal in view of the fact that 10 per cent. per annum on the cost of the buildings would only produce an income of Rs. 3,500 and that it is made in an earnest endeavour to terminate the present unsatisfactory state of affair.

I have the honour to be,
Gentlemen,
Your most obedient servant,
(Sd.) W. J. MONSON,
Ag. Chief Secretary.

MESSRS. A. M. JEEVANIER & CO.,
NAIROBI.

88

Corr.

SCHEDULE.

Stand Premia	1911	Rs. 4,368-25	
..	1912	.. 4,013-83	<i>Annual Income.</i>
..	1913	.. 4,023-50	
..	1914	.. 4,915-00	Rs. 17,320
Average 4,330	Rs. 2,165-00

Rentals—

Average stalls occupied 30 @ Rs. 60 per annum .. Rs. 1,800-00

EXPENDITURE.

Commission 2½% on Rs. 4,330	Rs. 108-25
Collection and Bad Debts 5% on Rs. 1,800	90-00
Annual Repairs to Buildings 2% on Rs. 30,000	
say	<u>Rs. 600-00</u>

798-00

3,167-00

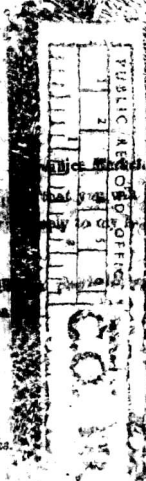
Further capital expenditure necessary to put Market into a state approved by M. O. H. (This work to be undertaken by Municipal Committee) Rs. 1,300

@ 8% 120-00

Rs. 3,047-00

90

Corr.



I have the honor to reply to the
monopoly and his statement as to
and a copy of the
obtained from the
GENTLEMEN,

I have the honor to
satisfactory. We have been
yet been favoured

As the same time
was and it appears
the same work on the

as to have
I have, Sir,
of Public Works

MESSRS. JEEVANJEE & Co.,
NAIROBI.

No. 306/29.

No. 27/29.

PUBLIC WORKS DEPARTMENT,
NAIROBI, 20th October, 1914.

PUBLIC WORKS DEPARTMENT,
NAIROBI, 20th October, 1914.

Sir,

Alterations to Jeevanjee Market.

... from your Manager at Mombasa this morning informs me
... instructed by me to proceed with the painting of the Western
wing of the bazaar.

... whether you can take this hand to-morrow and
how soon you think it will be finished.

I have, &c.,

(Sd) W. MCGREGOR ROSS,
Director of Public Works.

W. MCGREGOR ROSS & Co.,
NAIROBI.

No. 329/29.

PUBLIC WORKS DEPARTMENT,
NAIROBI, 20th October, 1914.

GENTLEMEN,

Jeevanjee Market, Nairobi.

With reference to H. E. the Governor's visit to the market yesterday
I have the honour to inform you that the following work on the North
and South sides is required:-

- (a) The inner wall facing the Court Yard to be put in the same state as the wall facing the West and in accordance with P. W. D. No. 1450—a copy of which you have.
- (b) The outer wall at the North and South ends to be similarly treated.
- (c) The wall facing East is not to be opened up on a level with the ground which would enter from the roadway but the louvers are to be fixed in the window frames are to be removed and replaced with glass.
- (d) Concrete drains are to be laid to carry all surface water from the roof to drains in Saddler and Stearns Streets. The necessary connections between the drains and the roadway will be undertaken by the contractor agreeing to defray the cost of such connections.
- (e) Gutters to be provided on all roofs leading to the above mentioned drains with a view to the drainage of the roof.
- (f) All louvers except the side louvers are to be taken out and replaced with wire.
- (g) The whole building is to be painted in the same manner as the present building.
- (h) Floors to be repaired as laid down in my previous letter, the work to be done on West side.
- (i) The trees in the courtyard to be pollarded so that falling leaves will not be caught in the gutters.

The above works to be carried out in accordance with the terms laid down in my letter No. 174/39 of May 23rd, 1914.

1) That portion of the building facing Stewart Street should be immediately proceeded with and completed, including painting. The stalls will then be removed from the West side of the painting of that portion taken in hand. Having completed the East and West sides the North and South sides should be undertaken.

I would invite your attention to the graving and laying of murrum in the driveway. This work has not yet been taken in hand and should be completed without delay.

2) Having completed the whole of the works asked for to my satisfaction I shall be obliged if you will arrange for a periodical inspection of the building and undertake such repairs as may be required.

I have, &c.,
 W. H. TANNER,
 Director of Public Works.

Messrs. A. M. Jeevanjee & Co.

Copy.

No. 347/39.

PUBLIC WORKS DEPARTMENT
 HEAD OFFICE,
 NAIROBI, 4th December, 1914.

GENTLEMEN,

Jeevanjee Market, Nairobi.

In continuation of my letter No. 347/39 of November 25th I have the honor to ask that you will provide such standard pipes in the drains as will be of the best quality and properly finished. I am communicating with the Municipal Authorities as to the number and position of the drains pipes they are to be replaced.

I have, &c.,

(Sd.) W. H. TANNER,
 Director of Public Works.

MESSRS. A. M. JEEVANJEE & CO.,
 NAIROBI.

COPY.

Handed in at Mombasa at 9-20 A.M. Received at 10-20. Dated, Nairobi,
December 14.

To

TONKS,
NAIROBI.

JEEVANJEE, NAIROBI.

Mr. Jeevanjee arriving Mombasa from England nineteenth January, postpone
writing about Market if not already written.

JEEVANJEE.

COPY.

No. 1451/14.

MUNICIPAL OFFICERS,
NAIROBI, 14th December, 1914.

MESSES. A. M. JEEVANJEE & Co.,
NAIROBI.

DEAR SIRS,

Jeevanjee Market.

The Director of Public Works has favoured me with a copy of his letter to you
of 25th November.

My Committee notice with concern that no work is going on at the Market
and as the delay involves loss to them as well as to you, they have instructed
me to ask you when you propose to deal with the matter.

I shall be much obliged if you will favour me with an immediate reply.

Yours faithfully,
(Sd.) J. WATSON
Town Clerk.

COPY.

NAIROBI, 14th December, 1914.

SIR,

We are instructed to reply to your letter No. 1451/14 of 14th instant
regarding the above.

We have written the Director of Public Works on the question of carrying
out repairs to the market referred to by His Excellency. The objection is that
as a result of our clients' expending a considerable sum of money on structural
works this year at the request of the Government for which they are in no way
legally liable the P. W. D. have been asked to supplement the cost with
another batch of drawings and estimates are not disposed to comply with
until market question is settled.

Yours faithfully,

(Sd.) TONKS, DALY & FIGGIS.

THE TOWN CLERK,
NAIROBI.

Copy.

NAIROBI, 18th December, 1914.

Sir,

Re. Jeevanjee Market.

Regarding your letter No. S. 3084 of the 25th September, 1914, addressed to our clients, Messrs. A. M. Jeevanjee & Co., we understand that our clients' agent here wrote to you explaining that both the principals of the firms were away and that the letter has been forwarded to India for their consideration. We now learn that Mr. A. M. Jeevanjee, the senior member of the firm, who is at present in England is expected to arrive in Nairobi towards the end of January 1915.

A considerable amount of difficulty has been experienced in settling questions arising under the various agreements between our clients and the Government due, in fact, to the absence of Mr. A. M. Jeevanjee with whom these agreements were personally made.

We think it would be advisable to reach some final settlement on the various matters when Mr. Jeevanjee is here, and if you are willing, we shall endeavour to arrange for him to meet you or someone else representing the Government. In the meantime there is one matter in which our clients are being pressed which we think should be left in abeyance pending the settlement of the market question. Our clients were called upon earlier in the year to carry out certain painting work and structural alterations in the market by the Director of Public Works which did expending a very considerable amount of money. They have now been called upon to carry out further structural works which would cost some Rs. 5,000.

We think this is written unreasonably to the obligation for structural work usually lies upon the landlord, and the directions might be continued as in fixture. Considering the fact that we have pointed out both in writing and verbally to the Land Officer that the only way to come to any definite decision on the question is for the Government to tender a draft lease and that as draft lease has never been submitted we think you will agree that it would be unreasonable to ask our clients to expend further monies on the structure of the market until the question of the lease is finally settled.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS,

THE HON. THE CHIEF SECRETARY,
NAIROBI.

No. 202/14.

NAIROBI, 18th December, 1914.

Sir,

Re. Jeevanjee Market.

Your letters No. 329/39 of the 25th November and No. 347/39 of the 4th December, 1914, have been placed in our hands together with the remainder of the correspondence in reference to the Market.

Our clients have expended a considerable amount of money this year in carrying out structural alterations in pursuance of your directions. They, as Lessees, were under a legal liability to do this but they have met with the wishes of the Government so far.

It is quite unreasonable however to supplement the earlier direction with a fresh batch which would entail further considerable expenditure especially as they have not yet been favoured with even a draft lease by the Government.

In the circumstances we are referring this matter to His Excellency for his direction. We shall endeavour to deal with the matter as expeditiously as possible.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To

THE DIRECTOR OF PUBLIC WORKS,
NAIROBI.

No. 294/14.

NAIROBI, 18th December, 1914.

No. 294/14.

Sir,

Jeevanjee Market.

We are instructed to reply to your letter No. 1651/18 of the 16th instant regarding the above.

We have written the Director of Public Works and the question of carrying out repairs to the Market referred to His Excellency. The position is that the result of our efforts, expending considerable sums of money, has not been favoured this year at the request of the Government, for which they were liable, the F. & D. have seen fit to supplement the request with another batch of detachments which our agents are not disposed to comply with. The Market question is settled.

Yours faithfully,

(Sd) TONKS, DALY & FIGGIS.

To
THE TOWN CLERK,
NAIROBI

Copy

No. 294/14

PUBLIC WORKS DEPARTMENT
POST OFFICE
NAIROBI, 18th December, 1914.

GENTLEMEN,

Re. Jeevanjee Market.

I have the honour to acknowledge the receipt of your letter of the 16th instant with reference to the Jeevanjee Market.

Best time that can be given to the question of the Market is being considered in the meantime.

I have the honour to

Dear Sir,

Your letter of the 16th

inst. is received.

MESSRS. TONKS, DALY & FIGGIS

No. 3084.

THE SECRETARY,
NAIROBI, 2nd January, 1915.

GENTLEMEN,

I have the honour to acknowledge the receipt of your letter No. 207 of the 18th ult. on the subject of the Jeeva's Mark.

2. A further communication will be addressed to you in due course.

I have the honour to be,

Gentlemen,

Your most obedient servant,

(Sd.) W. J. MORISON,

for Chief Secretary.

Messrs. Fones, Daly & Fones,

NAIROBI.

No. 2084.

THE SECRETARY,
NAIROBI, 2nd January, 1915.

GENTLEMEN,

In reply to your letter of the 18th ult. I have the honour to say that I shall be very glad to discuss the various matters outstanding between the Government and Mr. A. M. Jeeva, when the latter arrives in Nairobi towards the end of this month.

In the meanwhile I have the honour to be,

Gentlemen,

Your most obedient servant,

(Sd.) C. C. BOWRING,

Chief Secretary.

Messrs. FONES, DALY & FONES,

NAIROBI.

Copy.

No. 7156 L/O.

LAND DEPARTMENT,
NAIROBI, 27th January, 1915.

Sir,

Outstanding Cases

With reference to our interview this morning, when I explained to you that the Government had given me permission to assist you in respect of Col. McNeil's application for a lease of land regarding various outstanding cases between you and the Government with a view to facilitating settlement. I wish to make it clear that this is without prejudice to any decision which may be arrived at and it does not constitute a recommendation of a Government official which is so far not legally confirmed by Government. It is, however, as far as possible, to assist you with all possible details in the case, to facilitate discussion of the case, especially in view of your statement of any of your interests in India. The remarks on various cases are as follows.

With reference to the market site, the last letter from the Government, September 1914, asking a definite offer or preference is forwarded.

I explained to you verbally the position with regard to petitions for site for a slaughter house, briefly that on certain conditions such might be granted, but the question of location must for the moment, remain in abeyance pending further consideration of Professor Simpson's scheme.

Regarding slaughter house, I explained to you that I was prepared to effect an exchange and suggested that it take the form of an increase in area to an adjacent already held by you.

I am, Sir,

Your obedient servant,
(Sd) R. B. WRIGHT,
Land Officer.

MR. A. M. JEEVANJEE,
NAIROBI.

Copy.

No. L. 478.

Col M:-

7. Jeevanjee Market Site—Jeevanjee built the market in 1904 under an understanding that a regular agreement would be drawn up.

"In 1906 some notes were written, in the presence of Mr. Jeevanjee and the Land Officer, by Mr. Ainsworth.

"These notes which were signed by all three above named were as follows—

"Fifty years lease of site on a nominal rent, on condition that building on the same be used as a public market only, and that the building is kept in proper order and repair by Jeevanjee.

"Jeevanjee to agree that at any time in future, should the local Authorities require it, and it be necessary, he will add to the present building sufficient to meet requirements from time to time for this purpose sufficient land to be reserved round the present building.

"For further consideration, that should Messrs. Jeevanjee before the expiration of 15 years re-build the market in stone an extension of the lease to 99 years may be considered."

"No lease has yet been given. The area of the grant is, without doubt, that within the present fence, and as to this Mr. Jeevanjee says he has no objection to giving up part of it for the proposed road to the West.

"We are bound to grant a lease for the term of 50 years under the conditions agreed upon.

"It is for consideration whether there should be incorporated in the deed conditions regarding control and management, and the appointment of the fees and stand premium realised from the sale of the stalls. The Crown Advocate will be consulted on this point."

His Excellency.—"To Crown Advocate and Municipal Council."

Remarks

"Col. Montgomerie's note correctly states the facts.

"I append the Municipal Council's recommendations with which I concur."

8. Town Hall Site.—His Excellency J. Ainsworth, Esq. obtained a lease of the site of the Town Hall building from the Municipal Council for 10 years at a rental of Rs. 15,000 per annum. The agreement provided that the lease should terminate at the expiration of the 10 years, and that the Council should be at liberty to take the action to be taken at the end of that period.

"In 1905 the Municipal Committee considered the question of its possession regarding this building.

"Mr. Allen, who is acting for Mr. Jeevanjee, urged that his client was entitled to a lease on the terms which had been agreed in his building leases at that time, and that he should be given a 99 years' lease of the land on which the first ten years should be at a nominal rent. The Municipal Committee should continue to pay Rs. 1,500 a year rent for the building, and that it should have the option at any time during the term to take over the lease from Mr. Jeevanjee on paying into the Municipal Council the cost of the building, which he stated to be Rs. 15,000.

"Mr. Jeevanjee, at a recent interview, at first refused to admit that he was bound to give up his lease to the Municipal Committee on any condition; but he has since agreed to do so and leaves it to the Government to fix the rent after 10 years in the event of the Municipal Committee not exercising the option to buy.

"But he asks that if the land is taken from him he may be granted an equivalent area elsewhere at the rent prevailing for land of that class at the time.

"I recommend that a lease be now given to Mr. Jeevanjee on these terms, the rent of the land after the first ten years being fixed at the same rate as prevailing for sites on Government Road at the time when the building was erected.

"I also recommend that Mr. Jeevanjee's prayer, to obtain an equivalent area elsewhere if this land is taken away, be granted."

His Excellency.—To Municipal Council for their views."

Remarks.

"Colonel Montgomerie's note correctly sets forth the facts. I append the recommendations of the Municipal Council. I favour the recommendations made by Col. Montgomerie; but there will be considerable difficulty in allocating an equivalent area elsewhere; and after all Mr. Jeevanjee would appear to have a very large share of Nairobi land, of every kind, and is not suffering any great hardship if this concession is not given. Had this concession been one easily met, I would have asked that it be made, but for the reasons above stated, I think it would be advisable to refuse it."

Sites for Stables—about 2½ acres.

Mr. Jeevanjee was asked to bring over carriages and horses for hire in Nairobi, and as a fact he did so at a very large expenditure of money—it is said to be something like Rs. 1,00,000.

"He was promised this ground for stables.

"After the horses had arrived Mr. Jeevanjee was disappointed to find that he would not have a monopoly of the Livery Stable business, and that he would be subject to police control in his operations.

"He then sold his horses and carriages at a considerable loss, and abandoned the transaction of the stables which he had commenced. Subsequently we served a notice on him to complete the stables; that he had left the country, and nothing further was done.

"He now asks that the Livery Stable conditions be eliminated and that he may be given a lease of land on ordinary building conditions from the date of occupation. He further asks that he may be charged only a nominal rent for the first ten years in consideration of the losses sustained by him.

"Mr. Ainsworth corroborates the statement that Mr. Jeevanjee suffered very heavy losses in his attempt to fulfil what he considered to be his contract with the Government, and I recommend that he be given 99 years' lease of the land at a rent to be calculated on the present rental values, and that the rent should be charged only with effect from the 1st of January, 1910."

His Excellency.—"This is left to the discretion of the Commissioner of Lands."

Remarks

"Col. Montgomerie's notes again correctly set forth the facts. His suggestion is that Mr. Jeevanjee be offered a 99 years' lease at the present prevailing rent.

"Mr. Tannahill has worked out and assessed rental value for me which he puts down as Rs. 600 per annum.

"When this offer was made to Mr. Jeevanjee he protested at what he considered an exorbitant rate compared with other plot-holders surrounding two or three having in the very early days obtained similar plots at nominal rentals

of Rs. 7/3 per acre; and Mr. Jeevanjee argues that he equally would have applied for and obtained this area at that time on similar terms, but to meet the wish of Sir Charles Elliot, he took up this plot with the idea of starting livery and bait stables; that after he had imported horses and carriages at large expenditure and risk, the conditions which he expected to obtain, were varied, and in consequence of which he abandoned the scheme, and cut his losses which were considerable: and he now wishes to obtain the land at a rate which will give him a reasonable return on money invested and here again he is prepared to meet the Government by erecting said building or buildings as may be considered suitable.

"I think, taking all these facts to account, there is a good deal to be said on Mr. Jeevanjee's behalf, and, provided Mr. Jeevanjee meets us in respect of other plots and proposals as set forth in this memorandum in a broad and public spirited view, I would suggest and recommend that Mr. Jeevanjee be treated by Government in a generous way in respect of this plot, and be allowed the land at a quarter of assessed rental value, say Rs. 150."

No. 154/15.

NAIROBI, 29th January 1915.

SIR,

A. M. Jeevanjee & Co., re. Town Hall & Market.

Referring to your letter No. 7156 L/O. of the 27th instant, and Mr. Jeevanjee's interview with you and the Chief Secretary of yesterday's date we are instructed to formally write you pointing out that our client cannot agree to the suggestions of the Municipality on either of these matters.

The whole question of the Market and the Town Hall was settled in 1910 and our clients are prepared to adhere to that agreement including their agreement to accept an exchange for the Town Hall site if the same be taken over by the Government.

We write this letter to you in pursuance of the suggestions we are instructed were offered at the above interview.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS.

To

THE HON. THE LAND OFFICER,
NAIROBI.

No. 156/15.

NAIROBI, 29th January, 1915.

SIR,

A. M. Jeevanjee & Co.

Referring to your letter No. 8/3084 of the 25th September, 1914. The formal reply has been sent to the Honourable the Land Officer as suggested at your interview of yesterday's date with Mr. A. M. Jeevanjee.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS.

To

THE HON. THE CHIEF SECRETARY,
NAIROBI.

COPY.

No. 7156 L.O.

THE LAND DEPARTMENT
Nairobi 2nd February 1919

GENTLEMEN,

Re. Town Hall and Market Site, Nairobi.— J. M. Jeevanjee & Co.

In reply to your letter No. 1413 of the 29th, please on the subject of the Market Site, I would say that I concur with your statement in the question of the market and the Town Hall was settled in 1910. It is true that certain suggestions were made at an interview held then with Col. Montgomerie, Mr. Jeevanjee & Co. and that recommendations of the Government were made in the course of these negotiations, concluding in the case of the Market Site with the Chief Secretary's letter of the 25th September, 1914.

As Mr. Jeevanjee is not present in the returns therein contained, I would be glad to hear from you what he is prepared to accept and which he assumes to have been intended.

With regard to the Town Hall Site, which was discussed with our office of 14th of January 1914, nothing has been decided in the interim and I shall be equally glad to hear from you what Mr. Jeevanjee has agreed to be in 1919.

Yours faithfully,
Your obedient servant,
S. B. WRIGHT,
Land Officer.

Messrs. JONES, DALY & FISHER,

118/51

PUBLIC RECORD OFFICE	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Reference
C.O. 533

LAND DEPARTMENT

Nairobi 24 February 1915

Regarding No. 5156

I have the honour to acknowledge the receipt of your letter No. 5156 of the 22nd inst. in relation to the above mentioned plot.

I have the honour to be, Sir,

Very truly

W. STUART AKERS,

Assistant Secretary,

NAIROBI

No. 24/15

Dear Sir,

With reference to our conversation of the 19th inst. and the charges for the Market are as follows:

Conservation - 2/-

Rent (paid) - 2/-

Registral - 5/-

Under Township Rules 1904

Under the present circumstances only the registration fee is payable.

As you are aware, in ordinary circumstances, the registration fee and the proceeds are equally divided between you and the Council.

I have the honour to be, Sir,

Your obedient servant,

(Sd.) W. STUART AKERS,

Assistant Secretary,

NAIROBI

I have the honour to be, Sir,

Your obedient servant,

(Sd.) W. STUART AKERS,

Assistant Secretary,

NAIROBI

Dear Sir,

With reference to our conversation of the 19th inst. and the charges for the Market are as follows:

The water to be used in the house is for ordinary circumstances.

Under the present circumstances only the registration fee is payable.

As you are aware, in ordinary circumstances, the registration fee and the proceeds are equally divided between you and the Council.

Very truly,

(Sd.) J. A. WATSON,

Town Clerk.

NAIROBI, 6th February, 1915

Sir,

I have the honour to be, Sir,

Your obedient servant,

(Sd.) W. STUART AKERS,

Assistant Secretary,

NAIROBI

I have the honour to be, Sir,

Your obedient servant,

(Sd.) W. STUART AKERS,

Assistant Secretary,

NAIROBI

Dear Sir,

With reference to our conversation of the 19th inst. and the charges for the Market are as follows:

The water to be used in the house is for ordinary circumstances.

Under the present circumstances only the registration fee is payable.

As you are aware, in ordinary circumstances, the registration fee and the proceeds are equally divided between you and the Council.

I have the honour to be,

Your most obedient servant,

To THE HON. THE CHIEF SECRETARY.

No. 49/16

NAIROBI, 18th March, 1915.

SIR,

Re. Public Market.

We would be much obliged if you would let us have a copy of the agreement in reference to Market entered into with Mr. Billingham some time ago.

We shall of course pay any necessary copying charges.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS.

THE TOWN CLERK,
NAIROBI.

No. 530/18.

MUNICIPAL OFFICES,
NAIROBI, March 19th, 1915.

MESSERS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIR,

Produce Market.

I have received your letter of 18th instant. To enable me to deal with your request will you kindly inform me for what purpose the agreement is required.

Yours faithfully,

(Sd.) J. A. WATSON,
Town Clerk.

No. 115-6

NAIROBI, 20th March, 1915.

DEAR SIR,

Re. Produce Market.

Regarding your letter No. 530/18 of the 19th instant, the agreement is required for the purpose of enabling your client, Mr. A. M. Jeavons, to discuss the question of the action of the Municipality in reference to the Market with the heads of the Government in view of his existing agreement with the Government.

Yours faithfully,

(Sd.) TONKS, DALY & FIGGIS.

To

THE TOWN CLERK,
NAIROBI.

No. 122/10

NAIROBI, 26th March, 1913.

DEAR SIR,

Re. Town Hall & Produce Market.

As representing my firm in Nairobi I must take the strongest exception to the terms of your letter of the 25th instant.

Your suggestion that we require the documents for the purpose of "making out a case," is both unfounded and most discourteous.

It is my custom to "make out cases" against anybody but I am justified in asking for a copy of documents which throw light upon the relationship between my clients and other parties.

The fact that you as the salaried Secretary of your Committee does not appear in any way to justify the terms of your letter.

Yours faithfully,
(Sd.) E. K. FIGGIS,
for TONKS, DALY & FIGGIS.

To
THE TOWN CLERK,
NAIROBI.

174

SIR,

Re. Jeevanjee Market Lease.

Your letter No. 7156 of the 2nd February to hand. As, you are probably aware owing to a failure to agree upon one of the clauses in the draft submitted, our client has decided to lay the question of his lease before the Secretary of State for the Colonies.

We are anxious, however, to be in a position to approve or amend a draft lease which draft can be seen by the Secretary of State with an amendment.

We cannot deal with the draft lease submitted in a satisfactory way as there is no proper description of parcels nor have we been furnished with a copy plan referred to in the draft.

We would be glad to have the particulars required at your earliest convenience as we are being pressed by the Hon'ble the Attorney General for our clients' decision.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To
THE HON. THE LAND OFFICER,
NAIROBI.

NAIROBI, 18th June, 1915.

DEAR SIR,

Re. Market.

In reference to your letter of the 17th instant, I regret that there is any trouble with any portion of the Indian community, but the present position is solely due to the action of the Municipality.

Our original arrangements were made with a view to avoid friction of any kind and none could have arisen but for action over which we had no control.

I have expended more than the rent received up to this date upon the market and have been asked to carry out structural alterations, which in my opinion, are injudicious and which in any event, I consider are ordered without authority.

I have already instructed that I am not prepared to expend more money until the Government have granted me any lease. Up to the present I have not even received a draft lease.

Yours faithfully,
(Sd.) A. M. JEEVANJEE.

To
THE TOWN CLERK,
MUNICIPAL OFFICES,
NAIROBI.

No. 1084/3

MUNICIPAL OFFICES,
NAIROBI, 22nd June, 1915.

DEAR SIR,

Following upon yesterday's meeting I now enclose

- (1) A minute of the meeting which I trust you will find interesting.
- (2) The Engineer's plan of proposed shops for site.
- (3) Memorandum by the Municipal Committee regarding the plan for straightening Government Road and extending Harding's Road.
- (4) Plan illustrating the said memorandum.

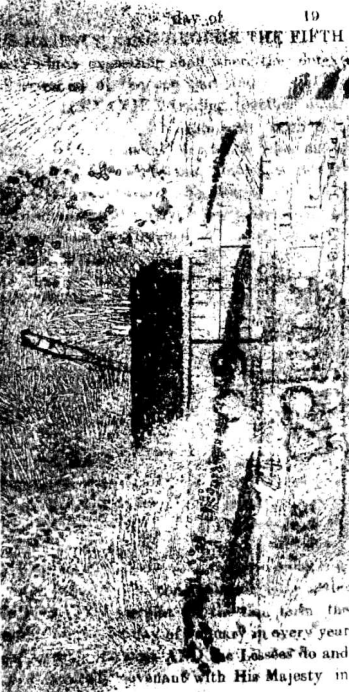
(Sd.) J. A. ...

MR. A. M. JEEVANJEE,
NAIROBI.

(Black Carbon.)

... AND WHEREAS the ...
 ... A. M. ... Co. at ...
 ... the Lease which expression shall where the ...
 ... include their respect ... agents, administrators and ...
 ... their part WITNESSES that in consideration of the rent ...
 ... and of the covenants by the Lessees hereinafter contained of ...
 ... the provisions of the ... Ordinance, 1902 His ...
 ... do hereby unto the Lessees ALL that piece or parcel of land ...
 ... of Nairobi in the Nairobi District of the Ukamba ...
 ... East Africa Protectorate being

REGISTRATION OFFICE
 C.O.
 1902



... containing in the ...
 ... themselves more particularly delineated and described ...
 ... and thereon together with all the ...
 ... TO HOLD the ... Lessees for the term of ...
 ... of Nairobi ...

- (1) To pay the said annual rent hereinbefore reserved at the times and in the manner aforesaid.
- (2) To bear pay and discharge all existing and future rates, taxes, assessments, duties, impositions and out-goings whatsoever imposed or charged upon the demised premises.
- (3) To use the buildings now standing on the said piece or parcel of land and any buildings hereafter erected thereon for the purposes of a Public Market only.

(4) To keep the said buildings and any further buildings erected as aforesaid in good and tenable repair and condition.

(5) To build such further buildings as may be necessary for the purposes of the said Public Market from time to time in the opinion and at the written request of Government.

(6) To set aside or allow or cause to be set aside on some convenient point of the demised premises suitable and sufficient space for latrine accommodation for the users of the said Public Market to the satisfaction of the Municipal Committee for the Town of Nairobi and to allow the said Committee and its servants and workmen full and free access thereto for all purposes at all times during the term hereby granted.

(7) Not to assign sublet or otherwise part with the possession of the demised premises or any part thereof without the previous consent of the Governor in writing.

(8) To pay the sum of Ks. 15 for every such consent as last aforesaid.

(9) To pay the costs of the preparation of this Indenture amounting to Ks. 45 PROVIDED always and it is hereby agreed and declared by and between the parties hereto as follows:—

(1) That if at any time before the expiration of the term hereby granted the Lessees shall rebuild or cause to be rebuilt the said buildings comprising the aforesaid Public Market in stone on a stone foundation and roofed with iron or tiles or other approved material according to Plans, Elevations, Sections and Specifications to be prepared by and at the expense of the Lessees and to be previously approved in writing by the Land Officer, then this present demise shall, upon the written request of the Lessees, be extended for a further period of 49 years from the date of the expiration of the term hereby granted, upon the terms and conditions herein set forth in the present Clause for extension only excepted.

(2) That nothing herein contained shall be deemed to create in or for the Lessees a Monopoly for the holding of a Public Market.

(3) That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for 21 days after the same shall have become due, who is legally demanded or not, or if there shall be any breach, non-observance or non-performance of any of the covenants and agreements on the part of the Lessees herein contained or implied by virtue of the said Crown Lands Ordinance 1902 then and in any such case it shall be lawful for His Majesty to enter into and upon the demised hereditaments and premises and the buildings on the same erected thereon or any part thereof in the name of the said Lessees and to cause to have again and repaired as of his former estate and thereupon this demise shall at once cease and determine and all monies paid thereunto shall be forfeited to His Majesty but without prejudice to any right of action or any claim, His Majesty may hereafter have against the Lessees in respect of any such breach, non-observance or non-performance.

IN WITNESS

7150/AB.

Witness to
Signature
of Clerk to
Secretary
Government
D. O. No. 2884/
11-4-1918
G. B. No. 11.
E. O.
11-4-18.

THIS INDENTURE made the _____ day of _____ 19 _____ BETWEEN HIS MOST GRACIOUS MAJESTY KING GEORGE THE FIFTH (hereinafter referred to as His Majesty which expression shall where the context so admits include His Heirs and Successors) of the one part and JEEVANJEE AND JEEVANJEE trading together under the name or style of A. M. Jeevanjee & Company at Nairobi and elsewhere in the East Africa Protectorate and in India General Merchants (hereinafter referred to as the Lessees which expression shall where the context so admits include their respective heirs, executors, administrators and assigns) of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessees hereinafter contained or implied by virtue of the provisions of the Crown Lands Ordinance 1902 His Majesty doth hereby demise unto the Lessees ALL that piece or parcel of land situate in the Township of Nairobi in the Nairobi District of the Ukamba Province of the East Africa Protectorate being

_____ acres containing in the whole _____ or thereabouts more particularly delineated and described on the plan annexed hereto and thereon bordered with red together with all the buildings erected thereon TO HOLD the same unto the Lessees for the term of 50 years from the day of subject save where expressly herein otherwise provided to the provisions of the said Crown Lands Ordinance 1902 and especially the provisions contained in Article 15 thereof and to the Rules for the time being in force under the said Ordinance YIELDING AND PAYING therefor for the said term the yearly rent of Rs. 15 in advance payable on the first day of January in every year and so in perpetuity for any less period than one year AND the Lessees do and each of them doth hereby jointly and severally covenant with His Majesty in manner following (1) To pay the said annual rent hereinbefore reserved at the times and in manner aforesaid.

(2) To bear, pay and discharge all existing and future rates, taxes, assessments, duties, impositions and charges whatsoever imposed or charged upon the demised premises.

(3) To use the buildings now standing on the said piece or parcel of land and any buildings hereafter erected thereon for the purposes of a Market only, and in connection with such market to observe and perform the provisions of all township Rules or Bye-laws or Regulations of the Municipal Sanitary or other public Authority that are or may hereafter be in force in Nairobi and also to observe and perform the conditions contained in the schedule hereto and hereby declared to form part of these presents.

(4) To keep the said buildings and any further buildings to be erected at aforesaid in good and tenable repair and condition.

(5) To build such further buildings as may be necessary for the purposes of the said Public Market from time to time in the opinion and at the written request of the Governor of the East Africa Protectorate according to plans to be submitted to and approved by both the Town Clerk, Nairobi and the Land Officer of the Protectorate and the word "Market" in these presents shall include and extend to such further buildings when complete.

(6) To set aside or allow or cause to be set aside on some convenient part of the demised hereditaments and premises suitable and sufficient space for latrine accommodation for the users of the said Market to the satisfaction of the Town Clerk.

(7) To allow the said Town Clerk and any person appointed by him or acting on his behalf, full and free access to the demised hereditaments and premises at all reasonable times during the term hereby granted for the purposes of examining the state of repair and condition thereof.

(8) Not to erect or suffer to be erected upon the said plot any buildings or erections whatever other than as above provided for.

(9) Not to assign, sublet or otherwise part with the possession of the demised premises or any part thereof, without the previous consent of the Governor in writing.

(10) To pay the sum of Rs. 15 for every such consent as last aforesaid.

(11) To pay the costs of the preparation of this Indenture amounting to Rs. 45 PROVIDED always and it is hereby agreed and declared by and between the parties hereto as follow

(1) That if at any time before the expiration of the term hereby granted the Lessees shall rebuild or cause to be rebuilt the said buildings comprising the aforesaid Market in stone on a stone foundation and roofed with iron or tiles or other approved material according to Plans, Elevations, Sections and Specifications to be prepared by and at the expense of the Lessees and to be previously approved in writing by the Land Officer and Town Clerk, then this present demise shall upon the written request of the Lessees be extended for a further period of 49 years from the date of the expiration of the term hereby granted upon the same terms and conditions herein set forth this present Clause for extension only.

shall be deemed to be made in or for the Lessees' monopoly for the holding of a Market.

(c) That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for 30 days after the same shall become due (whether legally demanded or not) or if there shall be any breach, non-observance or non-performance of any of the covenants and agreements on the part of the Lessees herein contained or implied by virtue of the said Crown Lands Ordinance #902 then and in any such case it shall be lawful for His Majesty to enter into and upon the demised hereditaments and premises and the buildings for the time being erected thereon or any part thereof in the name of the whole and the same to have again and repossess as of his former estate and thereupon this demise shall absolutely cease and determine and all monies paid thereunder shall be forfeited to His Majesty but without prejudice to any right of action or any claim His Majesty may have against the Lessees in respect of any such breach, non-observance or non-performance IN WITNESS.

SCHEDULE OF CONDITIONS APPLICABLE TO THE CONDUCT OF THE JEEVANJEE MARKET.

1. The Lessees shall from time to time erect, fit out and equip and thereafter maintain in good repair all to the satisfaction of the Town Clerk stalls in the Market of an approved size and pattern for the sale of goods.

2. The Lessees shall in each year, upon a date to be approved by the Town Clerk, after such advertisement as the Town Clerk may prescribe, expose for sale by public auction the right to occupy the stalls in the Market and for a term not exceeding twelve months, and that upon articles and conditions to be approved by the Town Clerk who may prescribe such conditions regarding the proposals fit restricting the sale of any particular class of goods, to be sold in the Market or limiting the number of stalls to be held by any person or persons, and otherwise as may seem good to him: the Lessees shall be entitled to take possession of such sales.

3. The Lessees shall be entitled to charge the occupants of stalls with a monthly rent at the rate of Rupees Five per month per stall, but not more.

4. The Lessees shall be responsible for the sweeping and scavenging of the Market and shall cause the same to be flushed out with water and thoroughly cleaned at least once every day and shall at all times keep the Market and Plot in a wholly clean and sanitary condition to the satisfaction of the Town Clerk and shall provide and maintain a sufficient water supply in connection therewith to the satisfaction of the Town Clerk and shall also provide and maintain dust-bins of a sufficient number and suitable type to the satisfaction of the Town Clerk.

5. The Lessees shall not suffer to be sold or exposed for sale within the Market or upon the said plot any livestock or any article other than fresh meat, fresh fish, poultry, eggs, fresh fruit and vegetables.

6. The Lessees shall cause the Market to be closed every night at such hour as the Town Clerk shall prescribe and to be kept properly and effectually closed during the night until such hour in the morning as the Town Clerk shall prescribe when they shall cause the Market to be opened and kept open to the public until closing time: and the Lessees shall not suffer any person to remain in the Market at night.

7. The Lessees shall be responsible for preventing the following acts or things within the Market, provided that the Town Clerk and the Officer of Health and Sanitary Inspector shall have a right to enter the Market for the purpose of inspecting the same and for the purpose of enforcing the provisions of this Schedule:

The placing of articles upon any path or upon any part of the Market, Courtyard or any doorway or upon any part of the lines of the stalls or upon any part of the ground or any other article in the Market or upon any part of the lines of the stalls or upon any part of the ground or any other article in the Market.

The storage of grain, sacks, gunnybags, or any other article in the Market.

The sale of any article in the Market which is unfit for human consumption.

The sale of any article in the Market which is infected with any infectious disease.

The sale of any article in the Market which is unfit for human consumption or suffering from any infectious disease.

The sale of any article in the Market which is unfit for human consumption or suffering from any infectious disease.

The sale of any article in the Market which is unfit for human consumption or suffering from any infectious disease.

The sale of any article in the Market which is unfit for human consumption or suffering from any infectious disease.

OFFICE
No. 5337
MAY 19 1914

Nairobi, 26th June, 1965

Mr. A. W. Jackson, Nairobi

Receipt of your letter No. 7158, dated 11th June, 1965, regarding Part II, of the 24th

We beg to acknowledge the receipt of your letter and to inform you that we have submitted the same to the relevant authorities for their instructions

We have submitted the same to the relevant authorities for their instructions for reply.

Your obedient servant
(Sd.) TONKSY

To
The Hon. The

NAIROBI

Yours faithfully,
(Sd.) TONKS, DALY & FERGUSON

Sir,

Our client has been advised that the relevant authorities have decided to return the same to you.

Our client cannot agree to an agreement which would be the subject of an entire agreement with the relevant authorities.

Our client wishes to amend the draft in accordance with the instructions of Mr. Ainsworth.

It would be appreciated if you could advise the client does not in any way.

We return the



197

COPIES OF THIS DOCUMENT ARE TO BE DESTROYED PROMPTLY AFTER THE PUBLIC RECORDS OFFICE HAS TAKEN THE NECESSARY PRECAUTIONS.

July 2nd, 1915.

TO THE HON. THE GOVERNOR, NAIROBI.
FROM THE HON. THE GOVERNOR, NAIROBI.

Dear Sir, I have the honor to acknowledge the receipt of your letter of the 29th inst. regarding the matter of the Municipality's application to the Market for the purpose of giving orders for the interference with the circulation of the Market.

I am not anxious to go into detail but I am sorry to say that the Municipality has forced me to instruct my lawyer to prepare a writ of mandamus and damages which must be filed from me as of the 1st inst.

As the Members of the Municipality are your nominees I am sorry to say that I am not in a position to intervene.

I have in the course of to-day that the work is done. I shall not be able to do more than to say that the work is done.

I am, Sir, very respectfully,
Your obedient servant,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Yours faithfully,
L. A. F. JONES,
Private Secretary.

Copy.

GOVERNMENT HOUSE,
B. E. A. 2nd July, 1915.

I have the honor to acknowledge the receipt of your letter of to-day's date regarding the action taken by the Municipality in connection with the Nairobi Market and to inform you in reply that His Excellency has no communication from the Municipal Committee on this subject and is not in a position to intervene.

C.O.
Reference

I have, &c.,
L. A. F. JONES,
Private Secretary.

MR. A. M. JEEVANJEE,
NAIROBI.

No. 366/17.

NAIROBI, July 2nd, 1915.

DEAR SIR,

Re. Jeevanjee Market.

We are informed that the Municipal Engineer, under your instructions, is interfering with the constructions of the Market.

We are instructed to inform you that we are applying for an injunction to restrain the Engineer from interfering with the Market and for damages.

We have not had the favour of an acknowledgment of our last letter on the matter.

Yours faithfully,
(Sd.) TONKS, DALY & FIGGIS.

To
THE TOWN CLERK,
NAIROBI

183

No. 1155/18.

MUNICIPAL OFFICES,
NAIROBI, July 2nd, 1915.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIRS,

Market.

I beg to acknowledge receipt of your letter of this date. I am sorry to hear that your client objects to the operations complained of. These, however, were completed before receipt of your letter.

As there is no intention of doing anything further an injunction does not appear to be necessary.

Yours faithfully,
(Sd.) J. A. WATSON,
Town Clerk.

No. 387/17.

NAIROBI, 2nd July, 1915.

DEAR SIR,

Market.

We are in receipt of your letter of even date No. 1155/18, and are glad to note that you are sorry our client objects to the operation. How much of the Municipal Engineer's erections our client may see fit to remove we cannot say, but unless we have your or his undertaking that there will be no further interference with our client's property the action for injunction will issue.

Our previous letter ought to have made it quite clear that our client objected to any interference on the part of the Municipality.

Yours faithfully,

(Sd.) TONKS, DALY & FIGGIS.

To

THE TOWN CLERK,

NAIROBI.

GOVERNMENT HOUSE,
B. E. A., 2nd July, 1915.

SIR,

I have the honour to acknowledge the receipt of your letter of to-day's date, regarding the subjects on which you wish to interview His Excellency the Governor, and to inform you in reply that His Excellency will be prepared to see you to-morrow morning, the 3rd instant, at 10 A. M.

I have the honour to be,

Sir,

Your obedient servant,

(Sd.) L. A. F. JONES,

Private Secretary

MR. A. M. JEEVANJEE,

NAIROBI.

and have a governing right over the said

of the

(a) The provisions of No. 7156.

(b) The carrying on of any business within the Market.

(c) The storage of grain, sacks, &c.

(d) Hawking in the Market.

(e) Nuisances in the Market.

Re. Market Lease.

(f) The carrying on of any business

(g) The presence of dogs in

(h) The presence of dogs in

(i) The presence of dogs in

(j) The presence of dogs in

(k) The presence of dogs in

(l) The presence of dogs in

(m) The presence of dogs in

(n) The presence of dogs in

(o) The presence of dogs in

(p) The presence of dogs in

(q) The presence of dogs in

(r) The presence of dogs in

(s) The presence of dogs in

(t) The presence of dogs in

(u) The presence of dogs in

(v) The presence of dogs in

(w) The presence of dogs in

(x) The presence of dogs in

(y) The presence of dogs in

(z) The presence of dogs in

LAND DEPARTMENT,
NAIROBI,

B. E. A., 3rd July, 1913.

NAIROBI

Office

March

No. 2348

GENTLEMEN

I have the honor to

acknowledge the receipt of

your letter of the 28th ult.

in reference to the

BATH

My Dear Sir

Yours faithfully

W. J. B. B.

NO. 416/17
Nairobi, 28th June, 1915.
7/16 A/B.

No. 416/17.

Dear Sir,
I have the pleasure to inform you, and instructs us
that the draft No. 7156 of the 21st June, 1915, is probably aware,
owing to its failure to agree with the conditions in the draft submitted, our
office has decided to lay the question before the Commission, which is
for the Colonies.

We are anxious, however, to be in a position to recommend a draft upon
which a lease can be seen by the Secretary of State such an amendment
GENTLEMEN.

We cannot deal with the draft less submitted, a satisfactory draft entered
there is a proper description of parcels, nor have we been furnished with a
copy of the draft referred to in the draft.

We would be glad to have the particulars required at your earliest
convenience as we are advised by the Honourable the Attorney-General
our client.

Yours faithfully,
[Signature]

To
THE HON. THE LAND OFFICER,
NAIROBI.

PUBLIC RECORDS
[Stamp]

WARTAKI
for Land Officer
Your obedient servant
[Signature]

1915 JUN 29 10 42 AM
NAIROBI
[Stamp]

NAIROBI, P. O. Box No. 34,
July 8th, 1915.

Sir,

Your letter No. 87/86 of the 3rd inst

We note that our client must come to the Colonies through His Excellency's Memorandum setting out the facts in reference to the Teyn Hall.

Your letter, however, referred to the fact that it must take some time to be prepared, and we merely suggested that for the purpose of saving time.

The Secretary of State will need certain documents which are of importance and Colonel Montgomerie, which would we have not been furnished with.

With regard to the draft Market Lease we have had it prepared to approve of same, but as the draft was not with this office.

We are aware, instructed to amend in any event the clause as to "monopoly", but we are further instructed not to do so our client still states that the Secretary of State as to his rights.

If our client is not entitled to a monopoly, we cannot give him a monopoly, but we can insert a negative clause which would do away with it.

We are writing this in order to be clear in the event of the draft being not also for the information of the client.

To
THE HON. THE CHIEF SECRETARY,
NAIROBI.

is obliged.

of State for preparing a Lease and

Government file prepared on as possible.

I am of your interest and there is a connection between the two cases, is the fact that we have had a similar case as mentioned.

Son of the client.

Sir,
Yours obedient servants.

NAIROBI, P. O. Box No. 34,
July 8th, 1915.

(This letter is not "without prejudice" and will be exhibited in Court in the event of any action being taken by Government.)

We presume the heading of the letter is merely a notice that it is in respect of the Government's draft Lease.

We have written the Hon'ble the Chief Secretary to enquire as to the Market Lease to be granted in the Colonies.

The documents which require consideration are those which are attached with this letter.

We have also adequate description of parcels, and a copy of the plan has been submitted.

The Chief Officer for these further particulars.

With regard to the omission of the clause dealing with the monopoly to which there appears at present to be no objection on the part of the Government, but we would point out that this omission could not affect the rights of the client.

We have inserted giving him a right to a monopoly, but what he considers to be his right in the lease.

We are writing this in order to be clear in the event of the draft being not also for the information of the client.

Yours obedient servants.

To
THE HON. THE ATTORNEY-GENERAL,
NAIROBI.

153
No. S. 87/89.

0
THE SECRETARIAT,
NAIROBI,
EAST AFRICA PROTECTORATE,
July 10th, 1915.

GENTLEMEN,

I have the honour to acknowledge the receipt of your letter of the 8th instant on the subject of Mr. A. M. Jeevanjee's Market Lease and the Town Hall.

2. A further communication will be addressed to you in due course.

I have the honour to be,
Gentlemen,
Your most obedient servant,
(Sd.) W. J. MONSON,
for Chief Secretary to the Government.

MESSES. TONKS, DALY & FIGGIS.
NAIROBI.

153

No. 1205/12.

MUNICIPAL OFFICES,
NAIROBI,
July 10th, 1915.

MESSESS. A. M. JEEVANJEE & Co.,
NAIROBI.

DEAR SIRS,

Market.

In reply to your letter of the 9th instant the reason why the parties named have been refused vegetable licenses is that there is no room for them in that part of the Market which has been passed by the Health authorities as fit for occupation.

Yours faithfully,
(Sd.) J. A. WATSON,
Town Clerk.

188

AC/B.

No 7156, prt. II.

LAND DEPARTMENT,
NAIROBI,
BRITISH EAST AFRICA,
13th July, 1915.

GENTLEMEN.

Re. Messrs. A. M. Jeevanjee & Co.'s Market Lease.

With reference to your letter No. 416/17 of the 7th instant. Hereon I beg to enclose herewith a blue print of the area proposed to be granted to your clients under the suggested draft lease now in your possession.

You will notice that the existing building encroached on Stewart Street. I propose to ignore this for the present and insert a covenant to the effect that if the building is hereafter rebuilt the same shall be set back sufficiently to avoid any encroachment.

If you agree and will return the draft, I will amend accordingly, also fill in the parcels and afterwards return it to you.

Encl. 1.

I am, Gentlemen,
Your obedient servant,
(Sd.) EDWARD BARRET,
for Land Officer.

MESSRS. TONKS, DALY & FIGGIE,
NAIROBI.

No. 485/17.

NAIROBI, 16th July, 1915.

DEAR SIR,

Re. Jeevanjee Market Rents.

Our clients, MESSRS. A. M. Jeevanjee & Co., instructed us to ask account of all auction rents received by the Municipality in respect of up to date and for payment of any sums due and not already paid.

No payments whatever have been made to our clients for 1914 or

Yours faithfully,
(Sd.) TONKS, DALY & FIGGIE.

To
THE TOWN CLERK,
NAIROBI

No. 18 429/18.

Without Prejudice.

MUNICIPAL OFFICES,

MUNICIPAL OFFICES,

NAIROBI.

MESSRS. TONKS, DALY & EIGHTH.

NAIROBI,
ATTORNEY GENERAL'S OFFICE,
NAIROBI.

B. E. A., July 24, 1915.

MESSRS. TONKS, DALY & EIGHTH.

GENTLEMEN,

Re. Jeevanjee Market Site.

DEAR SIR,

I have the honor to state that I have received instructions from the Government to inform you that Mr. Jeevanjee has indicated with a view to the purchase of the site of the market and he accepts the terms of the offer made by the Hon'ble the Law Officer in the name of the Government. I am further informed that the Government intend to purchase the site of the market and the Government intend to purchase the site of the market and the Government intend to purchase the site of the market.

Respectfully and faithfully,
I have the honor to be, Sir,
Your obedient servant,
The Attorney General.

The outside of the envelope of the deposit of the purchase price of the site of the market had been handed over by the Hon'ble the Law Officer to the Hon'ble the Law Officer and the Hon'ble the Law Officer has the honor to be, Sir,
Your obedient servant,
The Attorney General.

MESSRS. TONKS, DALY & EIGHTH.

ADVOCATES,

NAIROBI.

No. 1298/18.

MUNICIPAL OFFICES,
NAIROBI,
23rd July, 1915.

MESSRS. TONKS, DALY & EIGHTH.

DEAR SIR,

I have the honor to inform you that your letter of the 17th inst. has been received and that the Government intend to purchase the site of the market and the Government intend to purchase the site of the market and the Government intend to purchase the site of the market.

583 / 1915

1915

No. 1018

Nairobi P.O. Box No. 24

Dear Sirs,

We are in receipt of your letter of the 24th inst. in reference to the 100 ft. road and the Sports Club.

In addition to what we have already written to you we have now to advise you that the 100 ft. road is a public road and the Sports Club is not entitled to any special treatment in this regard.

A. M. JEEVANJEE & CO.

Yours faithfully,

Messrs. JAMES, HADY & FIGGIS,
NAIROBI.

Copy.

MacDONALD TERRACE,
MOMBASA, 2nd July, 1918.

Messrs. JAMES, HADY & FIGGIS

Nairobi

Dear Sirs,

We are in receipt of your letter of the 24th inst. in reference to the 100 ft. road and the Sports Club.

In addition to what we have already written to you we have now to advise you that the 100 ft. road is a public road and the Sports Club is not entitled to any special treatment in this regard.

We are waiting to hear from you with regard to the exchange of land in lieu of the 100 ft. road.

Yours faithfully,
(Sd) A. M. JEEVANJEE & Co.

No. 13/515.

the 6th instant, No. 13/537
 "prejudice" to be an error as
 "it should be taken if our client does not
 "within 7 days without amendment."

We had already communicated
 the effect of our client wishes
 referred to the Secretary of State.

Re. Jeevanjee Market.

Therein reply to your letter 10/18, dated 23rd instant, I have the honour
 which has not been heard from you what time will be agreeable to you for a pro-
 based interview, as arranged by telephone, that I shall be unable to be present
 as I am leaving Nairobi, and proceeding to Kisumu on duty, and shall not return
 until after the 7th August, 1915.

We require that the
 the result of the dispute is
 be a result between our client
 that the omission of the same
 the Government is not immediately aware.

Our object is to
 subject

MESSESS. TONKS, DALY & FIGGIS,
 SOLICITORS & ATTORNEYS,

NAIROBI.

MEDICAL DEPARTMENT,
 HEADQUARTERS OFFICE,
 P. O. Box No. 140,
 NAIROBI, July 30th, 1915.

I have the honour to be,
 Sir,

Your obedient servant,
 (Sd) WILLIAM REDFORD,
 Principal Sanitation Officer.

Corr.

No. 208/425 RW/WT.

LAND DEPARTMENT,
 NAIROBI, 5th August, 1915.

GENTLEMEN,

Re. Plot No. 25, Jeevanjee Market Site, Nairobi.

In reply to your letter No. 208/425/1 of the 26th ultimo herein, I would refer
 you to note of the 5th and 15th idem, to Messrs. A. M. Jeevanjee & Co. If you
 have not a copy of the said letters, I shall be happy to supply one.

I am, Gentlemen,
 Your obedient servant,
 (Sd.) R. B. WRIGHT,
 Land Officer.

MESSESS. TONKS, DALY & FIGGIS,
 NAIROBI.

4479/17 EAP

193

SANITATION

IN

NAIROBI.

A. M. JEEVANJEE.

"ADVOCATE OF INDIA" PRESS, BOMBAY.

SANITATION IN NAIROBI.

10. The Sanitation of Nairobi was dealt with in 1902 in a very able report by Bramby of the... In which... of the... planned... of... health legislation was required...
 11. The... very little progress in sanitation... is still... and over... its beginning... and the provision...

(117) The existing... conditions in Nairobi are sufficiently... from the... They demonstrate the results of... and of non efficient... administrative arrangements... occupied by Asiatics... do...

(118) Plan... their subdivision. The... space open to the... majority of instances... possibly another room attached... are let to sub-tenants. This... Government for the... tenants' room... in the... way that...

It is a very typical example of what is... will soon be a problem of not one, but of many... The Health Officers' communications to the... which I subjoin, gives some details.

Plot No. 15

16. Dwelling house

17. Dwelling house

18. Dwelling house

19. Dwelling house

20. Dwelling house

21. Dwelling house

22. Dwelling house

23. Dwelling house

24. Dwelling house

25. Dwelling house

26. Dwelling house

27. Dwelling house

28. Dwelling house

29. Dwelling house

30. Dwelling house

31. Dwelling house

32. Dwelling house

33. Dwelling house

34. Dwelling house

35. Dwelling house

36. Dwelling house

37. Dwelling house

38. Dwelling house

39. Dwelling house

40. Dwelling house

41. Dwelling house

42. Dwelling house

43. Dwelling house

44. Dwelling house

45. Dwelling house

46. Dwelling house

47. Dwelling house

48. Dwelling house

49. Dwelling house

50. Dwelling house

51. Dwelling house

52. Dwelling house

53. Dwelling house

54. Dwelling house

55. Dwelling house

56. Dwelling house

57. Dwelling house

58. Dwelling house

59. Dwelling house

60. Dwelling house

Plot No. 16

Plot No. 17

Plot No. 18

Plot No. 19

Plot No. 20

(Sd.) B. W. CHERRETT,
Medical Officer of Health

To
THE CHIEF SANITATION OFFICER,
NAIROBI

(119.) Before my arrival in Nairobi a local commission was appointed to report on the sanitation of Nairobi. I have had the privilege of seeing that part of the report relating to their town planning scheme and their treatment of the Indian Bazaar. As regards the first I am entirely in accord with their view that there should be a division into separate quarters for Europeans, Asiatics and Africans, but would advise, in view of the probable extension of the European Commercial area in the next 25 years, that the limits of the European area should be extended to the river instead of stopping short at Victoria Street. This would avoid the possibility of an Asiatic area being sandwiched in between two European commercial centres. The next point I am in agreement with is that the Indian Bazaar should be demolished and removed, but, for the reason which I have fully given in an earlier report I do not agree with them as to the value of the alternative scheme which they recommend. I consider it in no way meets the case and is not in the interests of the healthy development of the town and that the removal of the Bazaar from the centre of the town is imperative because its presence is a continual menace to the community. The alternative scheme of the Commissioners is to improve the Bazaar by strict enforcement of sanitary rules and to establish a residential area for Asiatics on the north side of the river, and a trading centre or non-residential Bazaar on the south side of the river on land belonging to Mr. Grogan, and for which an annual rental of £2,000 to £2,500 is to be paid to Mr. Grogan for a lease of 90 years.

(120.) Apart from the financial aspect of the question, which appear to me to be unsound, there are other objections to the scheme:

1. It fails in not dealing with the present Bazaar. The application of sanitary laws can improve matters as regards over-crowding and some other insanitary conditions that are associated with over-crowded localities, but, with the exception of two or three buildings on the site, the structural conditions are such that no sanitary laws short of enforcement of demolition and clearance can effectively deal with this plague infected and unwholesome area in the centre of the town, and the cause of this cannot be avoided, and has not been taken into account in the recommendations of the Commission. A non-residential Bazaar in Mr. Grogan's land will not relieve the Government of dealing with the present Bazaar as an insanitary area, most of the buildings of which are unfit for human habitation, a breeding place for plague infected rats and a constant danger to the community.
2. The site is closed to an area already inhabited under insanitary conditions and, pending powers to restrain and alter present conditions, this area will be an ever-growing menace to any newly-inhabited adjoining site. It is not far from the site which was recommended for a new Bazaar which Mr. Bransby Williams recommended in 1907, and which the Commissioners seven years later, owing to the expansion of Nairobi, recognize as likely to be too near the European quarter. The same objection will equally apply to the site selected by the Commissioners.

- 3. Under the arrangements suggested the space available will be exceedingly restricted, and consequently in order for the town to prosper as it is bound to do, it will not be possible to expand this particular site without further acquisition of land at the same time, or when the necessity arises at a much greater cost.
- 4. A non-residential bazaar in this situation will not be a desirable arrangement for the occupants concerned elsewhere. Buildings for the occupants concerned elsewhere should be obtained close to selected sites, shops excepted. It is proposed, therefore, that facilities should be provided for the occupants to reside on the north side of the river, and the white separation of shops and buildings, however desirable, is not contemplated, by having them on different sides of the river, which would not be acceptable to the Indians.

Reasons for proposing the extension of the Indian Bazaar.

- (121) I propose that the bazaar should be expropriated for the following grounds:
 - (I) That it is a source of danger to the Nairobi inhabitants.
 - (II) That plague has been spread from this bazaar to the other localities in the neighbourhood (*vide* Map).
 - (III) That the enforcement of sanitary laws may ameliorate the present conditions, but its conditions structurally is so bad that its removal is an insanitary area which only demolition, gutting out and clearance can remedy.
 - (IV) That, unlike many insanitary areas, in sites that are cleared they can be given up afterwards for roads. There is accordingly no objection on the grounds regards sites.
 - (V) Even if the acquisition of land and compensation were given in the estimates, there is the fact that the present site is one of the best situations in the commercial quarter of the town. The land which would easily sell, and if the possibility of loss by outbreak of plague were taken into account. On the other hand, if it were decided to retain the site and it would be easy to allow healthy buildings erected on it at a definite rent per square area which would secure the recovery of the principal and interest in 30 years. After demolition and clearance except for the one or two large new buildings erected, it is for the Government to say what should be done with the site. I would recommend that it be included in the European area. It should certainly not be re-converted into an Indian Bazaar. Buildings may be at the commercial houses belonging to the better class which would be judged as insanitary. This being so, if they so elect they should be allowed to remain, provided no grain is stored or sold in them, but beyond these existing houses, the whole area should be preserved for the necessary expansion of the European town.

In the event of this recommendation being adopted a site for the better class of traders would be suitable at D (*vide* Map). Land would be offered by Government as part payment *ad valorem* of sites and buildings of owners required. Behind each building, separate from the dwellings, stores for other articles than grain would be required.

In the event of my recommendation being adopted, and the whole of the bazaar cleared, vacated and transferred to the use of Europeans, with the exception of certain buildings suggested, a large number of petty dealers would require accommodation elsewhere as well as shops. This can best be provided by placing the bazaar at a site and providing in its proximity a market for the use (sic) of the petty dealers. Obviously, however, certain of them might prefer to trade at various sites not in the defined area. Further, the bazaar would not get rid of numerous petty dealers who trade outside the bazaar limits. The only equitable and safe method, from a sanitary point of view, is to require that such persons who at present trade under the bazaar and others desiring so to do, should require to trade in a site which should be granted only on condition that the site is rat-proof, and of a value and occupying a site approved by the sanitary authority.

The better class of traders in the present bazaar can be accommodated at site D on the map.

22) The policy, then, which I recommend for the future extension of the town is:

- 1) That the present Indian Bazaar be removed, and the site included in the European quarter.
- 2) That the portion of Nairobi on the north side of the river should be recognised as the Indian and Asiatic zone or quarter of the town, and that there should be a protection zone at least 300 yards between it and Parkland which is easily arranged, because the land, except a very small part, belongs to Government. The zone may be used as recreation ground divided for Europeans and Asiatics. Further, this belt of open ground would definitely prevent the European houses in Parkland approaching and encroaching on the Asiatic quarter, and the Asiatic on the European. At the same time it would form a pleasant frontage for the residences of the wealthier Indian and Asiatic classes.
- (III) That full control be kept over every building plot and building in regard to type, sanitary arrangements, additions, subdivisions, and number of persons inhabiting houses and premises.
- (IV) That gradually different areas, beginning near Ngara and Kiambu roads, should be laid out and drained and reserved for Asiatic residential and business purposes. That in the residential areas better-class quarter should be separated from the poorer quarter.

and provision made for sites for temples, mosques, schools, recreation grounds, clubs, and other public buildings. That in the business portion a special and covered general market—rat-proof and with lock-up stalls, be provided for petty dealers. That a separate rat-proof grain stores and grain market be erected, and that sites for lodging houses for the floating population, hotels, eating-houses, places of amusement, etc., be not forgotten.

- (V) That, in localities where shops and dwelling houses are on the same plot, stores should be quite separate. That grain merchants should sell only in the grain market, and there should be stores on the same plot as their house and offices.
- (VI) That the petty dealers should be controlled by licences, and should only be permitted outside the market in approved streets and in houses of a certain rental, which the local authority determines, and which must be certified as rat-proof, sanitary and fit for the purpose.
- (VII) That the African location should be situated in the adjacent locality to that recommended by Mr. Brasby Williams, but nearer the river.
- (VIII) That the native hospital, quarantine station, infectious hospital, public wash-houses and bath-houses should be on the north side of the river between the Asiatic and African zones.
- (IX) That special provision should be made for isolated sites for the lodgment of temporary labourers African and Asiatic—who may be drafted into Nairobi for temporary works, and similar arrangements should be made for African labourers, who are brought in from the country preparatory to being sent from Nairobi to large works elsewhere, or to plantations on the Coast.
- (X) That every arrangement and facility should be given for the Indian and Asiatic to move in the direction indicated, so that in the course of years the majority of Indians and Asiatics would occupy the Asiatic zone on the north side of the river, and the majority of Europeans the European zone on the south side, which is the natural development for Nairobi as the European Capital of British East Africa. Whatever shops or houses or offices belonging to Indians and Asiatics are permitted on the south side of the river should be of a high class character. Such an arrangement gives the only chance for the unfettered expansion of the European quarter if Nairobi is going to become a large and important city that it promises to be. The opportunity presents itself now, but with an increased Indian and African population later the obstacles to surmount will be much more difficult and costly.

The area occupied in Nairobi by the railway landhies might eventually be converted into an extended European commercial area, a protective zone being provided between it and the African and the Indian quarter.

B. Site of Indian traders & warehouses
C. Site of Indian traders & warehouses
D. Site of Indian traders & warehouses

EXPANSION OF THE NAIROBI COMMERCIAL AREA

- European Commercial Area
- Further Extension of European Commercial Area
- Indian Commercial Area
- Site of Indian traders and warehouses
- Site of Indian traders and warehouses

KWANA
KAWAN
KAWAN
KAWAN

- A. Grain Market.
- B. Site of Indian traders and warehouses
- C. Site of Indian traders and warehouses
- D. Site of Indian traders and warehouses
- E. Site of Indian traders and warehouses
- F. Site of Indian traders and warehouses
- G. Site of Indian traders and warehouses
- H. Site of Indian traders and warehouses
- I. Site of Indian traders and warehouses
- J. Site of Indian traders and warehouses
- K. Site of Indian traders and warehouses
- L. Site of Indian traders and warehouses
- M. Site of Indian traders and warehouses
- N. Site of Indian traders and warehouses
- O. Site of Indian traders and warehouses
- P. Site of Indian traders and warehouses
- Q. Site of Indian traders and warehouses
- R. Site of Indian traders and warehouses
- S. Site of Indian traders and warehouses
- T. Site of Indian traders and warehouses
- U. Site of Indian traders and warehouses
- V. Site of Indian traders and warehouses
- W. Site of Indian traders and warehouses
- X. Site of Indian traders and warehouses
- Y. Site of Indian traders and warehouses
- Z. Site of Indian traders and warehouses

The map shows the expansion of the Nairobi commercial area. The European commercial area is shown in solid black, and the further extension is shown in hatching. The Indian commercial area is shown in dots, and the sites of Indian traders and warehouses are shown in dashed and cross-hatched patterns. The map also shows the location of the Grain Market, the Indian Bazaar, and the Indian Bazaar. The map is divided into several sections, labeled A through Z. The map shows the expansion of the Nairobi commercial area. The European commercial area is shown in solid black, and the further extension is shown in hatching. The Indian commercial area is shown in dots, and the sites of Indian traders and warehouses are shown in dashed and cross-hatched patterns. The map also shows the location of the Grain Market, the Indian Bazaar, and the Indian Bazaar. The map is divided into several sections, labeled A through Z.



The
A.
C.
2. U.
Low
Relat
Carr

NAIROBI TOWN PLANNING PROPOSALS BY MR. A. M. JESU

KEY PLAN OF NAIROBI TOWNSHIP

Scale 3-165 inches to 1 mile.

-  Zoned Residential Area
-  High Class Residential Area
-  High Class Commercial Area
-  Protected Zone
-  Zoned Residential Area
-  High Class Residential Area
-  High Class Commercial Area
-  Protected Zone



Nairobi, 22nd March 1915.

To,

THE HON'BLE

THE LAND OFFICER,

NAIROBI.

SIR,

Referring to our recent conversation and in accordance with your suggestion, I herewith enclose my view, in detail, in regard to Professor Simpson's and the Sanitary Officer's Scheme for the improvement of the Residential and Commercial areas within Nairobi Townships.

Yours faithfully,

(Sd.) A. M. JEEVANJEE & Co.

1. Mr. Bransbey Williams recommended certain sanitary arrangements to be made in the Indian Bazaar in 1907, but up to now nothing appears to have been done to carry them out.

2. Professor Simpson, who came here in 1913, expressed his opinion that owing to the recommendations of Mr. Williams not being carried out, the state of the Indian Bazaar had remained the same, and in his report he clearly admits that the unsatisfactory condition of the place is not due to over-crowding or bad internal arrangements, but want of drainage and inefficient sanitary system, on the part of the Conservancy.

3. *Re: Indian Bazaar.*—The shops were built according to the covenants and conditions of the Leases, and in accordance with the plans duly passed by the Medical Officer of Health, and approved by the Municipal Authorities; still, however, the owners of the property have expressed their willingness to conform to the Government requirements as regards the existing buildings, as far as practicable, in point of sanitary arrangements, in 1910, but, unfortunately, the Government, for reasons best known to them, have made no suggestion in that direction.

4. I am only sorry to see that in the opinion of Professor Simpson, that the owners have all the benefits, and the Government gets very little income from the property in the Bazaar, whereas they have to undergo a large expenditure. The facts and figures prove, however, that the Indian Bazaar is the most paying locality in the Nairobi Township. I may point out that the expenses which the Government had to incur on account of suppression of epidemic diseases, was not owing to the owners deriving all the benefit from the property, but because of the Government's failure to spend adequately for the sanitary improvements of the place, in proportion to the income, by carrying out Mr. Williams' scheme, as has been done in the case of other localities.

5. I cannot agree with Professor Simpson's opinion that the shifting of the Bazaar is necessary in order to improve the sanitary condition of the town. Epidemic diseases will occur in the Bazaar, wheresoever it may be, if the Government does not attend to sanitation effectively. The only true remedy is, therefore, in the improvement of the sanitary condition, and not in the removal of the Bazaar.

6. Referring to the letter of the Health Officer, 213/1, re: Abdual Husein Estate, I would be glad to endorse the views of Dr. Cherrett, if he were correct in his statement that no buildings should be erected on that site until proper drainage and sanitary arrangements have been provided. With due regard to this statement I am really surprised, why some of the plots of Mr. Grogan have been sold to Asiatics in that insanitary locality, and buildings allowed to be erected, to the entire disregard of Dr. Cherrett's views.

7. *Re: para. 119.* I do not at all fall in with Professor Simpson's view as regards the commercial areas of Nairobi, and I am quite opposed to any racial distinction in this respect. The only difference I would suggest is a high class commercial area to run from the Government Road to the bottom of the Hill, and not to the Railway line; the middle class area to run from the Victoria Street to the river, which would include the Indian Bazaar. But this latter area may be

found insufficient for the requirements of the next 25 years. My suggestion, therefore, is that the swamp and the area marked "D" be reserved for middle class traders. The area shown in pink on the map for high class traders, would be sufficient for the next 50 years. Nairobi is not destined to be a commercial city as Professor Simpson seems to call it, on account of its geographical position, but only the Capital of the East Africa Protectorate, and as such, a place of retail trade. In this trading area, no residence be allowed, either to the high or middle class, on the ground floor. The top portion only should be used for living purposes. The building conditions of both these areas should be so imposed that the separation of both classes of traders would be automatic. The buildings put upon the high class area should be such as their occupation by the middle class traders should be prohibitive, owing to high rent.

8. Regarding the residential area, I quite agree with Professor Simpson's report, but there should be no restrictions imposed on the residence of owners of property, merely on account of racial distinction.

9. I cannot understand the soundness of the suggestion of obtaining land on lease from Mr. Grogan at a rental of £2,000 to £2,500 per annum, when the Government possesses sufficient area for requirements of future developments. I am also of opinion, with Professor Simpson, that this land will not relieve the Government from dealing with the present Bazaar.

10. I forward a plan which will show you the area suggested for middle class traders, and would point out that about 80 per cent. of the holding are held by Asiatics.

This fact ought to simplify matters in making any readjustments in the development of Nairobi.

(Sd.) A. M. HERVANJEE

VICTORIA STREET,
NAIROBI, 22nd March 1915.

To
THE HON.
THE LAND OFFICER,
NAIROBI.

Referring to my conversation with you when you were kind enough to come with me to the Indian Bazaar to see the Sanitary lane and the condition of the drainage, which was necessary for something to be done to improve the present one, and in that connection, on behalf of my firm, I am sending two plans—one shows the old position and Sanitary site of the Bazaar, and the other one which I propose to make alterations. It is not only to improve Sanitary requirements but it would reduce 50 per cent. residential population in those quarters. I hope this will prove satisfactory to yourself and the Chief Sanitary Officer.

Kindly let me know, as soon as possible, so that I may leave instructions with my firm before I leave the country.

Yours faithfully,
A. M. JEEVANJEE.

Received from

CLIVE J. JEEVANJEE

of the above
consisting of
subplots

As the Jeevanjee
north-west side of
opportunities
out of the
into the

An arrangement
advantageous to him, the
the proposed arrangement

CONSENTED BY MR. JEEVANJEE

(a) Each of the plots of Mr. Jeevanjee, as well as the Jeevanjee Gardens, has a projecting corner which projects over an imaginary line formed for producing the building line in the alignment Road (at Singh Appu's, A. Visram's, &c.) northwestwards, parallel with the opposite building line.

This imaginary line should be used as a building line. The projecting corners should be surrendered and thrown into the roadway. The garden wall will have to be re-erected on the new alignment.

(b) Mr. Jeevanjee should be asked to surrender plots 745-6-7. This will admit of Hardinge Street being carried over the existing Street. Hardinge Street will then afford a much needed access to the office.

RECORD OFFICE
OFFICE OF THE LAND OFFICER
NAIROBI

SECOND REPORT BY SUB-COMMITTEE ON SIMPSON SCHEME.

Members: Messrs. Chandy, Noley, Tannahill, and Wood.

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... of Secretary kindly forwards to the Committee Report by Professor Simpson on the subject of special meetings were held thereon, on 22nd and 23rd the Chairman forwarded to Government the report not to have been confirmed by the

... If necessary it is proposed to convert the River Road a Simpson Commission to be effective against expropriation of the Bazaar app

... of the proposed Commission now occupied as the Highway Station for all roads

... The key stone of the plan is the removal of the building on the north side of the main road and its replacement by a square

... The key stone of the plan is the removal of the building on the north side of the main road and its replacement by a square

... The key stone of the plan is the removal of the building on the north side of the main road and its replacement by a square

... The key stone of the plan is the removal of the building on the north side of the main road and its replacement by a square

It is understood that Government has definitely decided to abandon any idea of expropriating the Bazaar. With this decision the Committee agree. Expropriation in their view impracticable on financial grounds: it is not essential, for drainage and under vigilant sanitary administration and they are also of opinion that even

... impracticable on financial grounds: it is not essential, for drainage and under vigilant sanitary administration and they are also of opinion that even

... impracticable on financial grounds: it is not essential, for drainage and under vigilant sanitary administration and they are also of opinion that even

... impracticable on financial grounds: it is not essential, for drainage and under vigilant sanitary administration and they are also of opinion that even

... impracticable on financial grounds: it is not essential, for drainage and under vigilant sanitary administration and they are also of opinion that even

They agree, however, and have so advised the Land Officer, that practical considerations must limit its operation. It is impossible to reserve the Commercial Area exclusively for Europeans and another exclusively for Africans. If this were done the principal manufacturing and business houses of Nairobi would be forced to close down. Contact between different races is an essential and inevitable feature of life in Nairobi. It has not however been proposed to prohibit residence in the Commercial Area, and they consider that the dividing line proposed in the Report of the Sanitary Commission as the line between the European and Asiatic Commercial Areas must be maintained as the dividing line between the zones within which Asiatics and Europeans respectively may reside. Either race should be allowed to hold

land and to trade in either zone : but as regards actual residence each race should be restricted to its own zone. This must be enforced gradually by making the execution by the lessee of a covenant binding him to prevent residence on his plot by persons not of the appropriate race a condition of transfer of every lease. By this means the desired end would be attained within a reasonable period without injustice or loss to anyone.

The Committee desire to point out that there is and always has been in Nairobi a demand for small shops suitable for petty dealers altogether in excess of the supply. This has led on the one hand to rack-renting, and on the other to verandah-trading, overcrowding and other insanitary features. A number of small shops should be erected on the arcade or other approved system for letting out at low rents.

Note : With reference to the above proposal the most suitable site appears to be Mr. Jeevanjee's River Road property, plot 477, which is in every way well adapted for the purpose. The Committee would be glad, if desired, to approach Mr. Jeevanjee on the subject. They have worked out a detailed scheme of what they consider necessary.

The Committee therefore recommend that no extension be made at present of the Municipal Commercial Area which will be amply sufficient for all requirements for many years to come and that the Ngara Plain area be reserved as the Asiatic residential zone as shown in the Sanitary Commission Report map. Here the Asiatic may enjoy domestic life in peaceful and pleasant surroundings and at a comfortable though not inconvenient distance from his business premises.

A "protection zone" might with advantage be established between the Asiatic residential and business areas, consisting of the land between Quarry Road and the northern boundary line of plot 177 (now used as a sports ground) produced in both directions. This zone might be utilised for mosques, recreation grounds, temples, &c., as recommended by Professor Simpson.

GENERAL.

The Committee offer the following comments upon particular recommendations and remarks contained in paras 119, 145 of Professor Simpson's Report.

Section 120. Proposal to acquire Cross Estate.—It is understood that Government has definitely decided not to acquire any part of the Cross Estate and the proposals of the Sanitary Commission under this head may therefore be treated as superseded.

Section 121. Removal of Bazaar.—Dealt with above. Professor Simpson's suggestion that traders should be controlled by license was anticipated by the Municipal Committee before his visit to Nairobi.

Section 122. I.—Removal of Bazaar dealt with above.

II. Asiatic Zone dealt with above.—The proposed protection zone is approved of.

III. Sanitary Control.—A separate minute dealing with control of subdivisions is being submitted to Government. For the rest, full power is and should continue to be vested in the Municipal Committee under Township Rules.

IV. Asiatic Area. Process of inauguration.—The removal of the Native Villages, which involves the establishment of an African Location, is a necessary preliminary to the opening up of the proposed Asiatic residential area. Provision of sites for public buildings, etc., is dealt with above. The scheme above set forth will not admit of markets in this zone : and it is understood that Government have arranged or are arranging with Mr. Jeevanjee to provide all necessary accommodation for a general market on his market site. The Jeevanjee market already provides for sale of fresh food stuffs. A suitable site has been reserved for the Municipality on 10th Avenue, near the present office of the Commissioner of Police, for Produce Market purposes : and this, it is thought, is the appropriate place for a grain market. The Committee consider that hotels, places of amusement, &c., should be left to private enterprise, and entirely disagree with the suggestion that Crown land should be provided for any such purposes.

V. Separation of Stores (presumably grain stores) from shops.—This proposal it is considered though possibly feasible, taken as part of Professor Simpson's scheme, must be regarded as impossible now that the idea of establishing a new self-contained Indian town on north side of River is proved to be impracticable. Nor does there appear to be sufficient necessity to justify it. The Health Office has power to prevent storage of foodstuffs in unsuitable buildings. Further, under Rule 47 of Nairobi Building Rules, specially stringent constructional regulations may be applied to any given area. The fact that the Sanitary Department has not yet found it necessary to ask for the Rule to be applied, points to the conclusion that the careless storage of foodstuffs can be adequately controlled under existing conditions.

VI. Control of traders by license.—Such control as above mentioned is already in existence.

VII-VIII. Native Location and Quarantine Hospital Sites.—The sites for these have now been determined by Government.

IX. Sites for temporary labourers.—The Committee do not agree that sites elsewhere than in the Native Location should be provided for lodging "temporary African labourers" or that provision by Government for any such sites for Asiatics is required.

X. Encouragement of migration to new zone.—Subject to their views as set forth in Part I of this Minute, the Committee approve of Professor Simpson's suggestions.

Section 123. This Section expresses with admirable force the reasons why it is considered essential that the principle of segregation should be accepted, and the Committee commend it to the consideration of Government.

Section 124. Public Health Bill.—The Committee have not had the advantage of seeing the Bill referred to by Professor Simpson : but they agree that a reasonable Public Health Ordinance is a necessity.

Section 125. Sewage Disposal, &c.—In view of the steadily increasing mortality from dysentery and other diseases, especially among children, the Committee strongly urge the adoption of the Sanitary Commissioner's recommendation (Report, p. 17) for laying pipe sewers and for the conversion of the main sewers into sewers proper as soon as septic tanks and filters can be installed. There appears to be no material difference on this point between the Sanitary Commission and Professor Simpson, except that the latter, who would not shrink from expropriating the entire Bazaar, apparently accepts the view that a system of water borne sewage must meantime be regarded as financially impracticable. It is however daily becoming more obvious that such a system at any rate in the Commercial Area is a real necessity for the preservation of human life, and that it would be wiser to face the situation at once than to wait until the increase of the death rate renders delay impossible.

The Committee agree that the outfall should be moved eastward if the levels admit. They understand that farm treatment is impracticable owing to the nature of the soil and believe it not to be indispensable.

The proposed night soil depôts, &c., must of course await the construction of sewage tanks and filters.

(4) Channelling of Nairobi River. This would be a most expensive improvement, it is thought the money could be better applied in other directions.

Water. The Committee agreed that a plentiful and pure water supply is a necessity. They feel themselves, however, to be insufficiently equipped with the knowledge necessary for the offering of useful advice. They suggest that the Uganda Railway, who control the water supply, be asked to furnish a report on the subject.

Section 130. Municipal Committee, &c.. The Committee cannot agree with the anomalous proposal that the Chairman should be an executive officer of the Municipality. They agree that the Chairman should be an officer stationed as far as possible permanently in Nairobi; but they do not advocate any further interference with existing arrangements until a Corporation can be established.

Sections 131-2. Military Lines District.—The Committee agree that conditions are not sanitary and should engage the attention of Government. It is impossible, however, for the Municipality under its present constitution to undertake the conservancy of this area.

Sections 142-143. Prison.—The Committee note Professor Simpson's remarks with deep concern and trust that if the conditions complained of have not meantime been improved, the matter will receive immediate attention.

Section 144. Municipal Depot.—No reason is adduced for dialoading the Municipal Depot from its present site, which is much more conveniently situated than that proposed by Professor Simpson.

In regard to that portion concerning Mr. Jeevanjee's name, Mr. Denton said he was not a member of the Sub-Committee, but must say as was in entire agreement with the report of the Committee in this respect. It would considerably

improve the town planning of Nairobi, and would also be of considerable benefit to Mr. Jeevanjee himself.

On the motion of Mr. Allen this particular portion of the report was adopted.

The report on the Simpson scheme was then read by the Chairman.

Mr. Wood drew attention to what he characterised as a small point on page 7. "A suitable site has been reserved for the municipality near the office of the Commissioner of Police, for a produce market." He was wondering whether the Committee ought not to take into the present office of the Commissioner of Police a view of the fact that

The Chairman
replied: Subject to what I have said here, I have no objection in this respect.

Mr. Wood asked the adoption of this report.

Mr. Barnes: I will second it.

Referring to the commercial area (as he had) restricted to the present gazetted area, Mr. Tannahill contended that Kyan-on-road was a very valuable area. An enormous amount of native traffic went through, and he believed that by allowing Asiatics to have shops on Kyan-on-road, it would tend to reduce the overcrowding in the town and, further, that it would be an inducement for Asiatics to reside there because they would have their shops comparatively close. In consequence they would not be forced to come into town from a distance in order to get their provisions. He moved an amendment on the lines suggested.

Dr. Ribeiro: I beg to say that

Mr. Allen spoke against the amendment and supported the original motion. He pointed out that the commercial area of the town was laid down and gazetted at the instance of the Committee; a matter which had been very carefully gone into by the Committee and sub-committees thereof. After the fullest consideration it was agreed, by (Mr. Allen) believed Mr. Tannahill was a consenting party, that this boundary, on the far side of the river, was called Ngara-road. After long the Sanitary Commission sat at great length and dealt, among other things, with this very matter. Mr. Tannahill was again a member of this Commission, and agreed that there should be no change in the commercial area in question. The Rules had been passed, and the people of Nairobi were only just beginning to understand that they could become familiar with some while now it was proposed to make an alteration of the commercial area. Again, the sub-committee in the report had made an admission from the proposal of the Sanitary Commission, that there should be two commercial areas, one for Europeans and one for Asiatics. He could not see why the commercial area, either for Europeans or Asiatics, should be extended beyond Ngara-road. Another reason why he was entirely opposed

to the Government was this. The trade policy of the Government, partly by the practicality to the side of the Government, a few lines above the...

...to be done a very good thing in relation with the town commercial policy. The fact of such shops being closed, be an encouragement for people to go out and be able to get their goods instead of going to a convenient place purchasing them, but not that of trade and the fact...

...carrying on business in the Bazaar. Yes. Allen said the views of the Committee were that the Government should be open to the public. Mr. Newry said the Committee were that the Government should be open to the public.

The amendment was adopted. On the question of the paving and curbing of the Bazaar, a committee was read from the Chief Secretary, who agreed to inform the Committee that the vote for this purpose had now elapsed, and that there were no further funds available.

B. C. M. D.

On the question of the paving and curbing of the Bazaar, a committee was read from the Chief Secretary, who agreed to inform the Committee that the vote for this purpose had now elapsed, and that there were no further funds available.

LEVEL CROSSINGS

A letter was read from the Chief Railway Engineer in reply to one sent by the Committee on the subject of level crossing near the Pier Office and on Tenth Avenue, stating that he considered automatic gates most dangerous, and further, that in his own opinion, there was not sufficient traffic to endanger public safety at the present time. He also pointed out that the General Manager agreed with his remarks.

Following discussion, it was decided to refer the matter to the Chief Secretary.

LIGHTING



The Committee were that the Government should be open to the public. Mr. Newry said the Committee were that the Government should be open to the public. The Committee were that the Government should be open to the public. Mr. Newry said the Committee were that the Government should be open to the public.

MEMORANDUM BY THE MUNICIPAL COMMITTEE

21st July 1915.

The Sub-committee... Mr. Jeevanjee... proposed shops prepared by the Engineer... The Municipal Committee... Mr. Jeevanjee... proposed shops prepared by the Engineer... The Municipal Committee... Mr. Jeevanjee... proposed shops prepared by the Engineer...

MEMORANDUM BY THE MUNICIPAL COMMITTEE

- (a) Mr. Jeevanjee has indicated his intention of developing his project on the north-east side of the Bazaar... (b) Mr. Jeevanjee should be asked to surrender plots 745-47. This will admit of Hardinge Street being carried into Bazaar Street.



SECRETARY OFFICE

26
27A June 1915.

DEAR SIR,

RE: SIMPSON SCHEME SUB-COMMITTEE.

I acknowledge receipt of your letter No. 1084-3 of the 22nd instant, which sets forth your proposals for small traders, memoranda of proposals for Government Road, and plans illustrating the memorandum. In reply I now send you two plans...

The accompanying recommendation attached.

I should have these plans considered before another meeting of the Simpson's Sub-Committee. The necessary arrangements which have been agreed upon for the straightening out of Government Road further plan which should be sent to the Land Officer's office of surrender and exchange may be settled.

With regard to the proposal mentioned in the latter portion of the copy minute submitted: This is a matter which requires consideration by me, but I would like to have the opportunity of considering the proposed before another meeting of your Sub-Committee. I would ask, however, that such meeting should be arranged before the 5th

Yours faithfully,
A. M. JEEVANJEE.

THE TOWN CLERK.

No 1135/3

MUNICIPAL OFFICES,
NAIROBI, 30th June 1915.

MR. A. M. JEEVANJEE.

DEAR SIR,

I have received your letter of the 25th June and relative enclosures. The Sub-Committee have examined your plans for small shops and will be glad to see you on the subject, but they find to their great regret that it is quite impossible to arrange a meeting before 5th July. Will you therefore kindly notify me of your return to Nairobi as soon as you are in a position to do so.

With regard to the plans of your property in relation to the proposed straightening out of Government Road, will you kindly confirm my understanding that you agree to the proposals in so far as they affect the Jeevanjee Gardens as well as your Bazar Plots.

Yours faithfully,
(Sd) J. A. WATSON,
Town Clerk

July 1st, 1915.

DEAR SIR,

In reply to your letter No. 1135/3 of the 30th ultimo, I regret that I shall not, in all probability, be back in Nairobi for some time after I leave on the 5th instant.

I have to leave for England on important business very shortly and my time in the interval will be taken up with business at Mombasa and Zanzibar.

If you could give a date I might possibly arrange to leave on the 7th but not later.

The plans which I have submitted show the required alterations in the Bazar plots, and I have already given my consent to the required alteration in the Gardens for the purpose of widening Government Road.

Yours faithfully,

(Sd.) A. M. JEEVANJEE.

To
THE TOWN CLERK,
NAIROBI

No. 1158/3.

MUNICIPAL OFFICES,
NAIROBI, July 3rd, 1915.

MR. A. M. JEEVANEE,

NAIROBI.

DEAR SIR,

In reply to your letter of 1st instant the Sub-Committee are very sorry that a further interview before your departure is impossible.

The preliminary sketch ground plan showing proposals for laying out the proposed resurveyed plots is quite satisfactory as a ground plan and I return it with thanks.

I also return your plans of proposed dukas for your River Road property. These are not in accordance with the views of the Sub-Committee whose main object was to have the small shops detached from all dwellings and who also wished the shops to form a self-contained compound to be closed up at night. It is a pity that there will be no further opportunity of discussing the matter with you in the near future.

Kindly return the plan of lock-up shops prepared by the Engineer for the Municipality.

Yours faithfully,
(Sd.) J. A. WATSON,
Town Clerk.

30
Nairobi, 6th July 1916

To
The Town Clerk,
Nairobi.

Dear Sir,

In acknowledgement of the receipt of your letter of 5/58/3, dated 3rd July 1916,
we return your plans as desired.

Yours faithfully,
(Sd.) A. M. JEEVANJEE

RECORDED OFFICE
CORRESPONDENCE

The TOWN HALL

Messrs. A. M. JEEVANJEE

NAIROBI MUNICIPALITY,
NAIROBI, 29th December 1904.

MESSRS. A. M. JEEVANJEE & Co.,

MOMBASA.

GENTLEMEN,

In reply to your letter of the 26th instant in continuation of my letter M. 637, I have to inform you on behalf of the Municipality that from the correspondence in this office the facts with regard to the Town Hall are as follows:-

Two draft agreements were drawn up in the early part of 1904, the one by the Crown Advocate and the other by your Solicitors. The first is on the basis of a ten years' lease at a rent of Rs. 1,000 per annum. The second is on the basis of a ten years' lease at a rent of 10 per cent of the capital outlay of Rs. 14,475. Neither of these agreements were signed. You objected to the first, and the Municipality would not accept the second.

Attached to these drafts is a memo. written by Mr. Hempstead Collector, my predecessor in this office, and it would be as follows:-

"Mr. Jeevanjee agrees to accept Rs. 1,200 per annum for the Town Hall and agrees to give a ten years' lease for the same." (5th July 1904.)

In the Municipal Budget published in the "Official Gazette" of January 15th 1904 the rent of the Town Hall is put down at Rs. 1,000 per annum.

In the Municipal Records there is no minute specifying any agreement regarding the rent of the Town Hall, but on the 15th August 1904 the rent is quoted as Rs. 1,200.

On December 5th 1904 a minute was recorded which was embodied in my letter to you of December 8th. Your statement therefore of December 26th, that the Municipality agreed to your conditions and to the rent of Rs. 1,480 per annum and is now proposing something at variance with their previous agreement with you, is not borne out by the facts as recorded in this office.

I consider that my proposal of December 8th is a fair one, and I trust that the matter will be settled as quickly as possible for your own sake as well as that of the Municipality.

Yours faithfully,
(Sd.) E. L. SANDERSON,
Town Clerk.

5

214

MOMBASA, 11th January 1905.

E. L. SANDERSON, Esq.,

TOWN CLERK,

NAIROBI

SIR,

With reference to your letter, dated 29th December 1904, we have the honour to inform you we agree to Rs. 1,200, the annual rent of the Town Hall if Mr. Jeevanjee may have promised to your predecessor, Mr. Hempstead, according to your own statement, on condition that you on behalf of the Municipality agree to the 10 years' lease and also other conditions mentioned in the original Draft Agreement.

In case you decline this, please note that we will charge you Rs. 145, the original prescribed annual rent, until you vacate the building and hand the same to us.

Yours faithfully,

(Sd.) A. M. JEEVANJEE & Co.

No. 761.

NAIROBI MUNICIPALITY,
NAIROBI, 13th January 1905.

MESSRS. A. M. JEEVANJEE & Co.,
MOMBASA.

GENTLEMEN,

I am in receipt of your letter of the 11th instant.

I enclose a copy of the original Draft Agreement to which you refer.
Kindly return it with your remarks to this office.

Yours faithfully,

(Sd.) E. L. SANDERSON,

Town Clerk.

NAIROBI MUNICIPALITY,
NAIROBI, December 30th, 1904.

MR. A. M. JEEVANJEE,

NAIROBI.

DEAR SIR,

On behalf of the Municipality I ask you if you are willing to let the Town Hall Offices to the Municipality on a 5 years' lease from January 1st, 1905, for Rs. 1,200 per annum, on the following conditions:—

- (1) Rent to be paid quarterly.
- (2) Lessors to make good the flooring and defective windows.
- (3) Lessors to keep the building in good repair and maintain the painting except as provided to the contrary.
- (4) Lessees to make good any damage which may be the result of neglect and not of fair wear and tear or of faulty construction and to maintain the glazing.

If you approve I will draft a lease and send a copy to you through the Legal Adviser.

Yours faithfully,

(Sd.) E. L. SANDERSON,

Town Clerk.

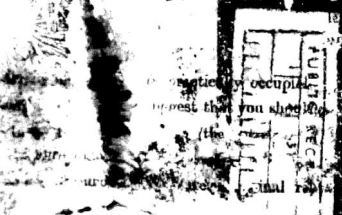
...made this
...A. M.
...Street
...these
...the
...contained
...the
...HELIC
...in the Town
...Office

...for
...vign
...the
...received
...the
...to
...and there no
...said term to

I am
...reserved to
...HEREBY
...the said
...should not be
...shall

...copy of
...which they
...Hall. I believe that the
...use of the ground should be
...of quite the same opt

...to
...S. Co
...for the



The conditions of the
...particular building
...of the
...shall cease and
...willing to

JOHN

...quant
...in the event of th
...observed and
...purchase a
...should
...the

Nairobi, September 20th 1905.

Referring to our interview yesterday when we were in the office our client advised you his views regarding this matter.

We must admit at the outset that our client, Mr. Jeevanjee, has been paying out so large a sum, approximately Rs. 15,000, in respect of the building which he had obtained a lease of the land from Government and a defective title in writing with the Municipality as to the terms on which he was

Government and the Municipality were unwilling to allow. However, the fact of admitting an individual to a lease of land for a long term of years is not a matter for the first time. It is a matter which has been done by the Government and the Municipality in the past.

The department would be most glad to consider the matter and to advise you accordingly.

Our client states that he is in the market for a lease of land for a long term of years and that he is willing to pay a large sum for the same.

RECORDS
OFFICE
CO. 533

It is not possible for him, but we are glad to be able to advise you that the present time is a good time to purchase. This land is not an office for Government departments, public bodies or private individuals, they are under no obligation to accept them.

The value of the Town Hall is approximately Rs. 15,000 and the rent thereon would be Rs. 1,500 per annum. We understand that on one occasion, when Abdullhusein was absent from Nairobi, his representative, without authority and

without knowledge of the facts arranged a rent of Rs. 1,200 with you. This is a clear loss to our client of Rs. 300 per annum, but the arrangement having been made by his servant he does not wish in any way to go back upon it.

The suggestions now made on the one hand by the Land Officer, that our client should be refused any lease of the land, and on the other by the Municipality, that he should be given only a ten years' lease (in which case the building would belong to the Government at the end of the term), we can only characterize as perfectly monstrous. As to your own suggestion that Government should be permitted to buy at a valuation after a term of years, while we do not deny that in settled countries capitalists might be willing to agree to such terms, yet, in the present case, it would be serious deviation from the original agreement made with our client and contrary to his building custom and one which he would not have agreed to if it had been put before him originally and which he cannot now entertain.

Mr. Jeevanjee asks for a lease for 99 years, the first ten years rent free and therefore at a rent of Rs. 2 per month, unless and until the building is purchased by the Municipality at its original value.

We understand that the Crown Advocate will arrive here to-morrow, and we suggest that a meeting should be arranged at which yourself, the Land Officer, the Crown Advocate, the Town Clerk and ourselves would attend in order to go into and settle this matter and also that of the Jeevanjee Market.

We have the honour to be,
Sir,
Your obedient servants,
(Sd.) TONKS & ALLEN.

J. AINSWORTH, Esq., C.M.G.,
H. M.'s Sub-Commissioner,

NAIROBI

No. 5908 G/R.

LAND DEPARTMENT.
NAIROBI, 4th October 1910.

GENTLEMEN,

I have the honour to acknowledge the receipt of your letter of the 21st ultimo, and your four recent letters, dated respectively the 20th instant, the former applying for a lease of the land on which the Nairobi Slaughter House stands, and the four letters applying for a lease of the land on which the Town Hall, Jeevanjee Market, Kerosene and Public Stables stand.

I beg to inform you that I am unable to carry out your draft leases for the areas in question without reference to the Municipal Council, and, moreover, there are certain legal questions which will have to be considered and settled before I can proceed.

I hope very shortly to place the whole facts of each particular case before the Council, and will advise you further as soon as possible.

I am, Sir,
Your obedient servant,
(Sd.) IVAN L. BOWER,
Comptroller.

MESSRS. BYRON & HARRISON,
MOMBASA.

MOMBASA, 6th April 1910.

MESSRS. TONKS & GRANT,
Solicitors,
MOMBASA.

DEAR SIR,

We shall be obliged if you will please send us all our old correspondence belonging to our land in Nairobi and to the Railway Department, etc., made through your office at the time of Messrs. Tonks & Allen, as we are urgently in need of them, and hope that you will do this first.

Yours faithfully,
(Sd.) A. M. JEEVANJE & Co.

MOMBASA, 20th April 1910.

DEAR SIR,

In continuation of our letter of the 7th instant and the conversation of yesterday's date with your Mr. Jamb Ali Mulla Jeevanjee, we enclose herewith the following files:—

File Nairobi Property.

File P. W. D.

File Uganda Railway.

We shall be obliged if you will kindly return each file signed.

We have written to our Mr. Grant to hand over such papers as he may have on your applying to him at Nairobi.

Yours faithfully,

(S/L) TONKS & GRANT.

MESSRS. A. M. JEEVANJEE & CO.,

MOMBASA.

MOMBASA, 22nd November 1911.

MESSRS. TONKS & GRANT,

NAIROBI.

DEAR SIR,

With reference to the proceedings of the Executive Committee of the League of the 19th inst. kindly let us know whether Mr. Jeevanjee has any further matter.

Yours faithfully,

W. VAN

CO.

Government and the said Committee during the past year.

And the Committee will advise you the date of the next meeting and also the date of the next meeting.

MOMBASA, 27th October 1912.

NAIROBI.

DEAR SIR,

We thank you for your letter of the 15th inst. in relation to the statement supposed to have been published in your paper regarding our ownership of the ground on which the Municipal Council building stands. We are glad to know that the publication of our remarks of the kind referred to has not caused the Municipal Committee to take any step to withdraw the publication of the same.

We are sorry to hear that you are unable to obtain the title deeds for the plot building on which the Veterinary Department is situated. Please point out to the Municipal Council the exact position of the plot.

Yours faithfully,
(Sd.) A. JEEVANJEE & Co.

LETTERS
RECORDED
WITHOUT
STAMP
PUBLIC RECORDS

We wish you will take up the matter with the Crown Advocate and Mr. T. M. Jeevanjee desired to see you in which the Town Clerk has agreed.

Yours faithfully,
A. JEEVANJEE

Enclosed are copies of a building contract and a plan for the Veterinary Department in 1902 showing the usual terms and conditions under which the building was to be erected for the Government, and to make it clear to you that the building has never been put up without first obtaining the sanction of the Government, and that the site on which the building is erected, is the same as the site on which the Veterinary Department building is now standing.

The title deeds for the plot building on which the Veterinary Department is situated are in the possession of the Municipal Council. We are sorry to hear that you are unable to obtain the title deeds for the plot building on which the Veterinary Department is situated. Please point out to the Municipal Council the exact position of the plot.

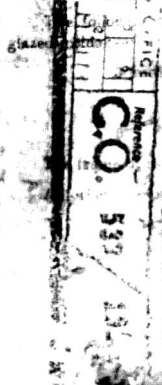
at all other points to be created as per plans.
 The roof shall be of the type known as the

The roof shall consist of
 to consist of

- 35' x 50' One verandah
- 18' x 14' One drawing room
- 14' x 7 1/2' One dining-room
- 12' x 17 1/2' One bed-room
- 12' x 13' One bed-room
- 12' x 12' One bath-rooms
- 5 1/2' x 9 1/2' One store-room
- 5 1/2' x 6 1/2' One J.C.
- One verandah

The ceiling
 dimensions

All windows to be
 with the exception of the
 with frame



... ..

Temp
 smooth finish

Portions of wood
 under side of floor planking to

The floor of the bath shall be
 and lime concrete 6" thick covered with

Cement mortar for flooring shall consist of 1 of cement to 3 sand.

The mortar for wall in foundation and pillars shall consist of 2 of lime to 3 of sand or dongo, thoroughly incorporated with manual labour.

The external walls to consist of galvanised corrugated iron with match board lining on the inside.

The match boarding to be actually 1" thick nominal 1 1/2".

The corrugated sheets and
 to be

The match boarding
 of teak and

The dining-room
 and half glazed, dimension

The
 to be each 4' x 3' with frame

The
 to be

The
 and

The
 to be

The
 to be

The
 to be

The
 to be

The
 to be

The
 to be

Iron steps $1\frac{1}{2}$ " by 1" thick. Iron bolts $\frac{1}{2}$ " diameter. The middle truss to rest on 2 dealwood beams, $6" \times 4" \times 8"$, put across over the middle doors in front and back walls of the dining-room. The beams to be tongued and morticed to the uprights.

The ceiling of the dining-room to be on flat with joists $4" \times 2"$ placed 2' apart centre to centre, of the bed-rooms and drawing-room to be partly on flat and partly on the slope and of verandahs, bath-rooms and store-rooms to be on the slope.

The purlins to be supported by teak cleats.

Ceiling planks to be actually $\frac{1}{2}$ " thick.

Dealwood railing as shown in the drawing to be fixed on to both the verandahs and steps.

The steps to be of teak with 6" rise and 12" tread.

Each store-room to consist of masonry plinth and foundation.

The plinth to be 1 foot high at the least and the foundation one foot deep, the breadth to be 24 feet.

The outside dimensions of the outhouses to be $46\frac{1}{2}' \times 12'$ and to consist of—

2 rooms $10' \times 10'$ each.

1 room $15' \times 10'$.

1 room $8' \times 10'$.

The walls to be of corrugated iron fixed on to dealwood runners and boriti uprights.

The borities to be about $3\frac{1}{2}'$ in diameter.

The runners to be 3 in number.

The top and bottom runners to be $4' \times 3'$ and intermediate one $4' \times 2'$.

The walls on the inside of the kitchen in contact with the range to have a lining of corrugated iron and iron runners.

The roof to consist of dealwood rafters $4" \times 3"$ and 6 collared trusses.

The collars to be $4' \times 2'$.

Corrugated iron for the roof to be fixed to dealwood battens $3" \times 1\frac{1}{2}"$ placed 3 rows on each slope.

The kitchen to have one door of deal $3' \times 2\frac{1}{2}'$ and four gratings iron barred with $\frac{1}{2}"$ bars fixed 5 inches apart.

Each grating to be $3' \times 1\frac{1}{2}'$.

All other rooms to have one door $3\frac{1}{2}' \times 7'$ and a window $3' \times 2'$ in each.

All the doors and windows

of one room $3' \times 6'$.

plinth and flooring to be the same as

the outhouses and closet to be of masonry and to be 1 foot wide of the door.

front wall to be of masonry and the walls to be level for the

of corrugated iron

with a seat and bucket

to be levelled, rammed and drained

to be painted inside and outside.

foundation, plinth, pillars of fresh slaked lime.

and to be stacked in layers, and kept wet for about 24 hours before they should be mixed and thoroughly incorporated with manual labour.

The sand to be clean and sharp.

The stones to be of approved quality.

The wood used to be of the best quality and free from knots, splits or hollows.

The fixture for doors and windows to be of sufficient strength to suit their sizes.

The hinges to be of brass hooks, eyes and bolts to be of iron.

All drop bolts to be of brass.

Paint oil of best description to be used for painting wood and iron.

Large stones to be used at angles and corners of the basement and to be laid continuously and alternately so that they cross and break joints with each other and bind with masonry in every layer.

The lime and sand to be screened before use. The face before plastering to be thoroughly washed and kept wet for at least 6 hours.

The plaster to be supplied in an even, uniform coat and to be well beaten with thapees, one labourer to be employed for beating every 100 square feet.

Plaster to be kept sufficiently moist during the progress of the work.

The face to be then roughened, and when sufficiently dry set with a coat of very fine lime, well rubbed and smoothed off.

The surface to be then lime-washed with coats.

The frame-work for walling to consist of deal uprights 4" x 4".

The uprights to be fixed to bottom runners nailed on to floor joists.

The topmost runner to be tongued and morticed to the uprights and the intermediate runners to be notched to them.

Five rows of deal purlins 4" x 2" to be fixed on each slope.

The roof to be of galvanized corrugated iron resting on hips and king post trusses of the dimensions shown in the drawing.

The sheets to be sound, galvanized, of British manufacture 24 B. W. C. uninjured in carriage by the rubbing of the zinc covering or otherwise.

The sheets to be laid with laps of at least 6" at the ends and 4½" at the sides, and the vertical laps should be turned away from the rainy quarter.

Screws to be 2½ inches long and driven 6 inches apart with galvanized iron washers.

Holes to be drilled from the inside towards the outside in the ridges of the corrugations and not in the hollows.

The sheets to be screwed to purlins.

The whole of the roof to be provided with galvanized iron guttering and pipes.

The guttering to be 8" in diameter and pipe 3" in diameter.

The joints of the guttering to be filled in with red lead or putty prepared with boiled oil and made perfectly water-tight.

Deal face boards, 1" thick 10" broad, to run along the whole length and breadth of the roof, and to be screwed on to rafters or purlins.

of the wood and iron work of the building, except the inside of servants' quarters and the closet, to receive two coats of paint or red-quality and brand.

All wood-work embedded in masonry, as well as the joists supporting the flooring and the whole underside of the flooring, to receive two coats of boiled tar.

Weather board, 1" thick 12" broad, to run round the building and to be fixed to floor joist and girders.

Masonry drains to be built and proper arrangements made for carrying off rain-water from the down pipes away from the site of the buildings.

Ridge and sink to be made in the kitchen.

(Sd) A. M. JENSEN & Co.

29th August 1902.

in 200/547

the Nairobi Town Hall
Messrs. Jeevanjee & Co.

The Nairobi Municipality originally contemplated a building in Victoria Street; this building was recently proved inadequate for the work.

The necessity for a building for offices and an assembly room was specially felt. We had not the money for the purpose, and Messrs. Jeevanjee & Co. were approached on the 15th September the date.

They sent me a copy of their proposal. This firm had already been in business for some years on the following terms.

Jeevanjee & Co. the business on the land to charge rent for the building on a basis of 10 per cent. of the capital cost of the building. The Government would have the option, at any time, of taking over the building on a lease of 10 years. Should the Government not exercise the option, the firm would leave the building, and the Government would have the use of the land.

Under a similar arrangement... in respect of the land.

(Sd.) JOHN AINSWORTH,
Provincial Commissioner.

Copy.—Original in 309/547

Town Hall Site.

Mr. Jeevanjee refused to accept the conditions that a clause giving Government the option to buy back land by paying Capital cost within the 10 years lease from himself to Municipality, though in a letter of September 20th, 1905, it is clearly shown that the basis of the Government when he built the Town Hall embodied this condition. He had attempted to negotiate better terms, but was not accepted. He was over a valuation.

Jeevanjee says he is willing to meet us in the...
he says if the Government take over he trusts that...
sum... town; he puts himself in...
this matter.

(Sd.) R.W. O'Connell
22nd April 1919.

MOMBASA, 12th April 1913.

THE TOWN CLERK,
NAIROBI.

DEAR SIR,

We are in receipt of your letter No. 412/2 of 7th instant, quoting an extract from a letter stated to have been written by our Solicitors, Messrs. Tonks & Allen, to the Municipality, in September 1905, and on which we take it, you base your claim to the purchase of the Town Hall building from us.

There is nothing, as we have already observed, before in the lease or the letter from the Town Clerk, which can be advanced in support of the claim to purchase the building, and as we are aware of the circumstances which led to the writing of the letter referred to by you, we are to-day writing to our Solicitors in the matter, and shall communicate with you again when we get to know the particulars. We are holding your claim in suspense until the question can be finally settled.

Yours faithfully,

(Sd.) A. M. JEEVANJEE & Co.

MOMBASA, 12th April 1913.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

DEAR SIRS,

We beg to hand you herewith copy of a letter we have received from the Town Clerk in which he refers to correspondence which passed between the Municipal Office and our Solicitors, Messrs. Tonks & Allen, in September 1905, and which he takes as the basis upon which he establishes, or is trying to establish, the claim of the Municipality to the purchase of the Town Hall building from us. As we are not aware of the circumstances which necessitated the writing of the letter referred to by the Town Clerk, we shall be glad to be furnished with copies of the correspondence which, we have no doubt, you will find recorded in your office, relating to this subject.

We also enclose the lease and the letter from the Town Clerk, relating thereto, and we do not see there is anything in these documents which can entitle the Municipality to the claim which they now advance. We shall be much obliged by your giving this matter your prompt attention, and also furnish us with your opinion in the matter.

Yours faithfully,
A. M. JEEVANJEE & Co.

No. 209/547 D/U.

LAND DEPARTMENT.

NAIROBI.

BRITISH EAST AFRICA, 2nd May 1948.

SIRS,

Town Hall, Nairobi.

I have the honour to acknowledge the receipt of your letter of the 26th March with enclosures, and in reply beg to refer you to a letter from your Solicitors, Messrs. Tonks & Allen, dated September 20th, 1947, in which it is clearly stated that the Municipal Committee have the right at any time to acquire the building and site by payment of the contract price.

Further, I beg to enclose a copy of a memorandum by Mr. Ainsworth on the subject, which confirms the arrangement set forth by your Solicitor.

I would like further to refer you to Mr. A. M. Jeevanjee's meeting with Mr. Barton Wright, when the whole question of the sites was discussed and on which the enclosed note was made.

I am, Sir,

Your obedient servant,

ARTHUR C. TANNAHILL,

for Land Officer.

MESSRS. A. M. JEEVANJEE & Co.,

NAIROBI.

39

Memorandum by Mr. Ainsworth, re. the Nairobi Town Hall,

Built by Messrs. Jeevanjee & Co.

The Nairobi Municipality originally rented a building in Victoria Street: this building subsequently proved inadequate for our work.

The necessity for a building to contain offices and an assembly room was specially felt. We could not obtain money for the purpose and Messrs. Jeevanjee & Co. were approached. I do not remember the date.

Subsequent to my seeing Messrs. Jeevanjee & Co. this firm has already erected certain buildings for the Government on the following terms:—

Jeevanjee to erect the building on Crown land, he to charge rent for the building on the basis of 10 per cent. on the capital cost of the building. The Government at any time to have the option during 10 years of taking over the building on payment of the capital cost. Should, however, the Government not exercise the option within the 10 years, and on the expiration of the term leave the building, then Messrs. Jeevanjee & Co. to have the right to obtain a lease of the land occupied by the building, etc.

To the best of my recollection the Town Hall was built by Messrs. Jeevanjee & Co. under a similar arrangement to that which prevailed at the time in respect of buildings erected from the Government.

(Sd.) JOHN AINSWORTH,
Provincial Commissioner.

40
COPY - Original No 309/547

Town Hall Site.

Mr. Jeevanjee refused to accept the conditions that a clause be inserted giving Government the option to buy back land by paying Capital cost of building within the 10 years lease from himself to Municipality, though in Mr. Allen's letter of September 20th, 1903, it is clearly shown that the basis of his agreement with Government when he built the Town Hall embodied this condition. I had attempted to negotiate better terms and obtain the acceptance of taking over at a valuation.

(Sd.) R. W.
22nd April 1910.

Jeevanjee says he is willing to meet us in the question of the Town Hall site, but says if we take that plot over he trusts that an equivalent area of land be given him elsewhere in the Town. He puts himself in Government's hands in this matter.

(Sd.) R. W.
25th April 1910.

41
No. 209/547 U/A.

LAND DEPARTMENT.
3rd May 1913.

GENTLEMEN,

Re. Town Hall, Nairobi.

I beg to enclose herewith copy of a letter directed to Mr. Jeevanjee & Co. on the above subject together with enclosure mentioned above.

Your obedient servant,
(Sd.) A. C. TANNAHILL,
for Land Officer.

MESSRS. TOWNS, DALY AND FIGGIS,
NAIROBI.

Town Hall

Mr. Jeevanjee...
Government...
within the 10 years lease...
letter of September 20th, 1909...
Government when he found the...
had attempted to negotiate...
over at a...
had build-
dared the
e fair
... R. W.
... 1910



Jeevanjee says he is willing to meet...
site, but says if we take that plot over he...
be given him elsewhere in the Town. He puts...
in this matter.

you are...
the date of the...
offer...
you will have no...
expiry of the les...
which stands on...

48
25th April 1910

November 24, 1913

MUNICIPAL OFFICES,
Mombasa, 12th Nov 1913

Messrs. A. M. JEEVANJEE & Co.,
MOMBASA.

DEAR SIR,

Thank you

Mr. Jeev

TOWN CLERK,
NAIROBI

DEAR SIR,

I have received your letter of the 11th inst. regarding the matter of the reply with reference to the proposed to be submitted to the office of the Town Clerk, Nairobi.

In order to facilitate and expedite the work of the office, it is suggested that the reply should be submitted to the office of the Town Clerk, Nairobi, as soon as possible.

Yours faithfully,
(Sd.) A. M. JEEVANJEE & Co.

45

No. 716-2.

MUNICIPAL OFFICES,
NAIROBI, 9th June 1913.

MESSRS. J. M. FRISVANDER & Co.,
MOMBASA.

DEAR SIR,

Yours faithfully,

In reply to your letter of 17th May, the papers you
office. Until we are in a position to deal finally with the
see you should address your communications to the Land

Yours faithfully,

In reply to your letter of 8th June, please refer to mine of 14th April, to
which I have nothing to add.

Yours faithfully,
(Sd.) J. A. WATSON
Town Clerk.

Post Office Box No. 129,
Telegrams: "Lands, Nairobi."

In reply please quote
No. 299/547 D/K
and date.

LAND DEPARTMENT.

NAIROBI.

BRITISH EAST AFRICA, 14th June 1913.

GENTLEMEN,

Town Hall, Nairobi.

In reply to your letter of the 2nd instant, I beg to inform you that in reply to Mr. "R. W.'s" Minutes, dated 22nd and 25th April 1910, referred to in your letter of May 7th to the Town Clerk, His Excellency the Governor has definitely ruled that no other site will be granted to you for the site occupied by the Town Hall.

At this is the only point outstanding between you and this Department, I have advised the Town Clerk thereof, who, I understand, will request you to complete the transaction agreed to by your Solicitors, viz. to accept the sum specified as purchase price of the building, in full settlement of all your claims to the building and site.

I am, Gentlemen,

Your obedient servant,

(Sd.) ARTHUR C. TANNAHILL,

for Land Officer.

Messrs. A. M. Jeevanjee & Co.,

Mombasa.

MOMBASA, 19th June 1913.

DEAR MR. MAGANLAL,

Re. A. M. Jeevanjee & Co.'s Nairobi Properties.

I beg to acknowledge the receipt of your letter of the 9th instant and quite understand the position. I cannot tell you what papers were received from Mr. Allen in 1906, as all the papers concerning the Nairobi properties were sent to Messrs. A. M. Jeevanjee & Co. on the 20th April 1910, and I enclose for your perusal a copy of their letter to us and also of the letter we wrote to them. Messrs. A. M. Jeevanjee & Co. never sent us back the lists we made over and sent with each file, but we have their acknowledgment in our Dispatch Book.

I showed your letter to Mr. Tayabali Mulla Jeevanjee, and on his instructions I went over to make this his office files in order to indemnify the files received from you, and I am sorry that the files were not to be seen or found amongst his office papers. I think Mr. Tayabali will refer to his brother in India, asking him to know what has happened.

Will you also, if convenient to you, put into the records of A. M. Jeevanjee

copy
ants

Yours sincerely,

(Sd.) J. F. PITERS.

MAGANLAL M. SHUKLA,

C/o P. O. Box 34, NAIROBI.

No. 831/2.

MUNICIPAL OFFICES,
NAIROBI, 30th June 1913.

Messrs. A. M. JEEVANJEE & Co.,
Mombasa.

Town Hall.

The Land Officer has now authorised me to deal with this matter on his behalf. He has received your letter of 20th instant.

Your statement that "Mr. Jeevanjee's acquiescence was made conditional" is entirely unsupported by the documents. The acquiescence was unconditional.

It is a matter of indifference to Government whether Mr. A. M. Jeevanjee is satisfied with the ruling which His Excellency has now given, and I shall be obliged if you will now state definitely whether you accept or reject my offer.

Kindly refer in this connection to the last paragraph of my letter of 14th April.

Yours faithfully,

(Sd.) J. A. WATSON,

Town Clerk.

236

No. 85.

MUNICIPAL OFFICES,
NAIROBI, 7th July 1913.

Messrs. A. M. JEEVANJEE & Co.,
Mombasa.

DEAR SIR,

I am in receipt of your letter of 4th instant.

I cannot agree with your contention that the soundness of the two minutes referred to Mr. Jeevanjee's acquiescence can be regarded as conditional. It does not, however, appear that any purpose has been discussing the point further at the present stage.

I am still awaiting your statement whether you are, decline my offer. It is now 3 months since the offer was made. I am sure, however, that it would be unreasonable to expect me to wait indefinitely. I trust, therefore, that you will now communicate to me a decision without further delay.

Yours faithfully,

(Sd.) J. A. WATSON,

Town Clerk.

NOTICE

I beg to acknowledge the receipt of a letter dated 1st inst. from Mr. Allen to the effect that the same was forwarded to the Secretary of the Board of Health, and that you and your committee will be attending you

that there is a letter of the same date to the Town Hall.

FIGGIS.

W. J. PLAIN

23 October 1913

of the present with certain... your
Clerk and...
of the...
approached the
to be d... as a...

Yours faithfully,
(sd.) TONKS DALY & FIGGIS.

A. M. J. S... & Co.,
HOMBASA.

gally...
above, the...
price of...
Rs. 1...
clar...
creto.

my...
in tendering the purchase
the date of the tender of the amount of
I am unable to admit you have any

I am, Gentlemen,
Your obedient servant,
C. TANNARILL,
Land Officer

MOMBASA, 3rd November 1913.

THE HONOURABLE THE LAND OFFICER,

NAIROBI.

DEAR SIR,

We have received your letter of the 31st ultimo which came to hand this morning, enclosing a cheque for Rs. 14,750.

We are really surprised that you now refer to the arrangement of 11th January 1905 in spite of the arrangement which was arrived at in 1910 between the Land Officer, Col. ... the Hon. Mr. Barton ... and ... the late Town Clerk ... The result of that arrangement was that we should be given an area equal in size to the Township ... with £1,000 as the price of the building, or that a lease for 99 years should be given to us. We regret we are unable to accept the cheque in accordance with the terms of the arrangement at alluded to. The cheque is returned herewith.

Yours faithfully,

(Sd.) A. M. JEEVANJEE & Co.

COPY.

Col. M.

8. Town Hall Site. Here again Mr. Jeevanjee built the Town Hall before obtaining a lease. He then leased the building to the Municipal Committee by an agreement for 40 years at a rental of Rs. 1,200 a year. No clause was inserted as to the action to be taken at the end of that period.

In 1905 the Municipal Committee considered the question of its position regarding this building.

Mr. Allen, who was acting for Mr. Jeevanjee, urged that he should be entitled to a lease on the terms which had been usual in his building leases of that time, i.e. that he should be given a 99 years' lease of the land, of which the first 10 years should be at nominal rent; that the Municipal Committee should continue to pay Rs. 1,200 a year rent for the building, and that it should have the option at any time during the term to take over the lease from Mr. Jeevanjee on paying him the capital cost of the building, which was to be Rs. 17,000.

Mr. Jeevanjee, at a recent interview, at first refused to consent that he was bound to give up his lease to the Municipal Committee on any condition, but he has since agreed to do so and let the Government to fix the rent after ten years in the event of the Municipal Committee not exercising the option to buy.

But he asks that if the land is taken from him he may be granted an equivalent area elsewhere at the rent prevailing for land of that class at the time.

I recommend that a lease be now given to Mr. Jeevanjee on these terms, the rent of the land after the first ten years being fixed at the same rate as prevailing for sites on Government Road at the time when the building was erected.

I also recommend that Mr. Jeevanjee's prayer, to obtain an equivalent area elsewhere if this land is taken away, be granted.

His Excellency. To Municipal Council for their views.

Remarks. Colonel Montgomery's note correctly sets forth the facts. I append the recommendations of the Municipal Council.

No. 7188-B/B.

LAND DEPARTMENT.
 NAIROBI, 7th November 1913

SIR,

Re. Town Hall Site, Nairobi.

With reference to your letter, dated the 2nd instant, I beg to enclose herewith a copy of a memorandum written by Mr. Ainsworth, dealing with the above subject.

Endo.

I am, Sir,
 Your obedient servant,
 (Sd) R. BLOUGHT,
 Land Officer.

E. K. Figgis, Esq.
 c/o Messrs. TONKS, DALY & FIGGIS,
 Advocates,
 NAIROBI

NAIROBI, 7th November 1913.

DEAR SIR,

Re. Town Hall Site.

Herewith are copies of letters and memoranda from Mr. Ainsworth, etc., obtained from the Land Office.

Faithfully yours,
 TONKS, DALY & FIGGIS.

MESSRS. JEEVANTEE &
 MOMBASA.

M. Jeevanjee (Town Hall)

I acknowledge the receipt of your letter No. 1455 of 1/11/1904, regarding the above-mentioned matter.

I have the honour to be, Sirs,
Your obedient servant,

CO
533
1904

Yours faithfully,
B. J. ALLEN.

DEAR SIR,

Your letter of the 11th inst. regarding the above-mentioned matter has been received.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

We would be glad to have your views on the matter.

You must of course pay for your share of the same.

As to the rate of interest, the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

The same has been referred to the Finance Committee of the Municipality, and they have decided to pay the same at the rate of 14% per cent.

The Finance Committee of the Municipality have decided to pay the same at the rate of 14% per cent.

Yours faithfully,
(Sd.) TONKS, DALY & FIGGIS.

To
Messrs. A. M. JEEVANJEE & Co.,
MOMBASA.

Lead Dye
No. 2, 31st

210

No. 290/9.

NAIROBI, 4th December 1913.

Dear Sirs,

We send you herewith a copy of the letter of 2nd instant with the enclosed copy of the Ordinance.



To
A. M. JEEVANJEE & Co.,
BOMBASA.

243

63

No. 387/9.

NAIROBI, 10th December 1913.

Sir,

Re. Street Lighting.

We are instructed by our clients, Messrs. Jeevanjee & Co. to write to you in reference to certain charges for lighting of premises owned by our clients in the Bazaar.

We would ask you to state exactly what premises you are claiming, for a number of the premises sought to be charged are not covered by the Ordinance in force.

Yours faithfully,
(Sd.) TOWNES, DALY & FIGGIS.

To
THE TOWN CLERK,
NAIROBI.

No. 7168 L/B.

LAND DEPARTMENT.
Nairobi, 17th December 1913.

GENTLEMEN,

I beg to refer you to the above-mentioned letter of the 12th instant, and to be glad if you will kindly furnish me with an early reply thereto.

I am, Gentlemen,
Your obedient servant,

(Sd.) W. STEWART AKEES,

for Land Officer.

Messrs. TONKS, DALY & FIGGIS,
NAIROBI.

244

No. 418/9

NAIROBI, December 18th, 1913.

SIR,

Re. A. M. [Name] Town Hall Plot, Nairobi.

With reference to your letter No. 7168 L/B of 17th instant, we have been expecting to see our client to enable us to answer your letter of the 2nd instant, but have not yet done so.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS.

To

THE HONOURABLE THE LAND OFFICER,

NAIROBI.

07

No. 5961 and date.

LAND DEPARTMENT

NAIROBI, KENYA

DALEY & FIGGIS

A. M. Jeevanjee & Co. - Extra. of Lease.

SOLE AGENTS

Sd/-

I have the honour to acknowledge the receipt of your letter of the 27th inst. together with enclosures.

We are in receipt of your letter of the 27th inst. and a memorandum from Mr. Figgis. We have also a letter which you wrote at the same time in connection with this case. We shall be glad if you will create a copy of the letter which you wrote at the same time.

Yours faithfully,
Messrs. Tonks, Daly & Figgis,
Solicitors,
NAIROBI

MESSRS. TONKS, DALY & FIGGIS,
Solicitors,
NAIROBI

66

No 408/B

NAIROBI, 31st December 1913.

DEAR SIR,

Your letter of the 27th inst. with enclosures to hand. In pursuance of your Mr. A. M. Jeevanjee's instructions Mr. Figgis saw the Town Clerk and stated that he is prepared to meet the Attorney-General on the question of the Town Hall. It appears that the Town Clerk has not yet approached the Attorney General, and he seems doubtful whether he will do so.

As far as we can see nothing will be done until we press for payment of rent.

Yours faithfully,
TONKS, DALY & FIGGIS.

A. M. JEEVANJEE & Co.,

MOMBASSA.



I am, Gentlemen,
Your obedient servant,
(Sd.) R. B. WRIGHT.

Land Officer.

Messrs. TONKS, DALY & BROWN,

NAIROBI.

Nairobi, 11th February, 1915.

Prosis,

I hope you have written a letter to Mr. Allen requesting him to furnish with copies of the correspondence he has addressed to the Town Clerk, the Municipal Engineer or any other Government Official on the subject of the proposed new road.

In the private letter produced by the Municipal Engineer relating to the proposed new road, a certain paragraph therein shows that he made an appointment with the authorities mentioned, and from another paragraph in the same letter it is clear that there must have been some correspondence on the subject referred to.

It is therefore necessary that Mr. Allen should be in possession of the full particulars regarding, which will be useful for me in proceeding with the Municipal Engineer.

I have to inform you that I did not receive copy of the Minutes of the Town Council meeting held on the 11th inst. and I shall be glad if you will hand them over to my friend, Mr. W. W. W. W.

I hope you will act in to the Municipal Engineer the Town Clerk for recovery of the Town Hall rent.

Yours truly,

(Sd.) A. M. JEFFERY.

No. 7168 N/O.

LAND DEPARTMENT.
NAIROBI, 26th February 1915.

GENTLEMEN,

Re. Town Hall, Nairobi.

I have the honour to acknowledge the receipt of your letter herein of the 15th instant without prejudice.

I am, Gentlemen,
Your obedient servant,
(Sd.) IVAN L. O. GOWER,
for Land Officer.

MESSES. TONKS, DALY & FIGGIS,
NAIROBI.

248

73

No. 30/167

NAIROBI, 26th Feb 1915.

Sir,

Re. A. M. Jeevanjee and Town Hall.

Mr. Jeevanjee has just returned from Mombasa, and as the result of an exhaustive search among his firm's documents certain most important documents have turned up, which our client could not produce at his former interview with you.

As you are aware the determination of the question of the Town Hall could not be agreed as between the Government and our client. It was decided that the only way of arriving at the legal position in this matter must be recourse to the Law Court.

As a result of our client's interview with us he agrees that having regard to the conciliatory manner in which the Government have met him on the other matter, it would be only fair for him to mention that these documents have now turned up, as it is probable that they have never been brought to your notice and an inspection of them might materially alter your views on the matter.

We certainly consider that they place the terms of the agreement between our clients, the Government and the Municipality beyond question.

If you consider an interview with our client and our Mr. Figgis on this matter would be of any value, we should be glad to arrange for one at your convenience.

Yours obediently,
(Sd.) TONKS, DALY & FIGGIS.

To
THE HON'BLE THE CHIEF SECRETARY,
NAIROBI.

No. 87/57.

THE SECRETARIAT,
NAIROBI, EAST AFRICA PROTECTORATE,
16th March 1915.

GENTLEMEN,

I have the honour to acknowledge receipt of your letter of the 13th instant informing me of the discovery of certain documents by Messrs. Jeevanjee and to suggest that in the first instance you should see the Land Officer on the subject.

I have the honour to be

Gentlemen,

Your most obedient servant,

(Sd.) G. C. BOWRING,

Chief Secretary to the Government.

MESSRS. TONES, DALY & FIGGIS,
NAIROBI.

No. 87/16.

NAIROBI, 16th March 1915.

SIR,

RE. TOWN HALL—A. M. JEEVANJEE.

In pursuance of our interview this morning I send list of the documents which I referred to. If you have not copies of any of these documents we shall be pleased to supply these—

Two draft leases (not approved), 1904.

Copy note signed J. A., 7th July 1904.

Copy note signed J. A., 5th August 1905.

Letter—Town Clerk to A. M. Jeevanjee, December 8th, 1904.

Letter—Town Clerk to A. M. Jeevanjee, December 29th, 1904.

Letter—A. M. Jeevanjee to Town Clerk, January 11th, 1905.

Letter—Town Clerk to A. M. Jeevanjee, January 13th, 1905.

Copy draft lease signed by A. M. Jeevanjee and witnessed by Town Clerk and Mr. Hargreaves.

I would be much obliged if you would let me have an exact copy of the original draft returned to the Town Clerk in response to his letter of the 13th January 1905 with any remarks or notes made by our clients.

Kindly let me have a reply at your earliest convenience, stating whether you consider the documents in question after the conclusion arrived at by the Government in any way.

Yours obediently,
(Sd.) E. K. FIGGIS.

TONES, DALY & FIGGIS.

THE HON'BLE MR. R. BANTON WRIGHT.

(Urgent.)

No. 128/13.

letter No. 53 to Sir.

A. M. Jewett

in reference to our interview
with the same date I refer to
by Mr. Ainsworth, dated
Jeffrey Dean and A. M. Jewett

appeared in my file and was sent by the Town
Clerk on the 24th of June 1888. It was returned by the
Town Clerk in a copy of a letter. No copy appears to
have been made. I should therefore have copies of the
letter.

Dr. J. M. Jewett, Town Clerk
and Mr. Hart

letter from Dr. J. M. Jewett

Do
Do

With reference to your personal copy of the
letter which was returned to us by Mr. Jewett on his letter
of the 13th June 1888, I should suggest that you apply to the present
Clerk for the same.

Until all these documents are in my possession I am unable to deal with
the last paragraph of your letter.

I am, Sir,
Your obedient servant,
W. R. WRIGHT,
Town Clerk.

A. M. Jewett

your letter No. 128/13
of the documents you refer to

Yours obediently
W. R. WRIGHT

FIGGIS

W. R. WRIGHT

11/18

NAIROBI, 25th March 1915.

4, Produce Markets, P.O. Town Hall.

Reference is made to the letter written by the Town Clerk to A. M. Jeeves on 12th January 1906, there is a request for the original document to be sent to your office. In our correspondence with the Hon. Mr. O'Brien he has called for this document and he states that he has a copy of it. It would be obtained if you would let us have a copy of the original document.

Yours faithfully,

W. JONKS, DALY & CO.

To THE TOWN CLERK,
NAIROBI.

Respectfully,
ALLEN.

11/18

11/18

NAIROBI, 25th March 1915.

11/18

Reference to your letter, herewith, is made and it is not admitted that the original document is in the possession of the Town Clerk.

His Honor the Chief Justice has advised that the original document is in the possession of the Town Clerk and that it is not to be sent to your office. It is suggested that you should cover of your letter to the Town Clerk and return it to the Town Clerk.

No. 7168 and Date.

LAND DEPARTMENT
NAIROBI, March 26th, 1915.

Sirs,

Re. A. M. Jeevanjec & Co—Town Hall, Nairobi.

I have the honour to acknowledge the receipt of your letter No. of the 25th instant, together with enclosures.

I have the honour to be,
Sir,
Your obedient servant,
(Sd.) W. STEWART AKEES.
for Land Officer.

MESSRS. TONKS, DALY & FIGGIS,
NAIROBI.

NAIROBI, 26th March 1915.

Town Hall Produce Market

In Nairobi I must express my appreciation of the 25th instant. Your suggestion that we might have the purpose of making out a list is being considered and

out cases which I am justifying the relationship between the salaried and the terms of

Yours faithfully,
E. K. FIGGIS,
for TONKS, DALY & FIGGIS.

NAIROBI

No. 574/3.

MUNICIPAL OFFICES,
 NAIROBI, March 26th, 1915.

E. R. FIGGIS, Esq.,
 C/o Messrs. TONKS, DALY & FIGGIS

DEAR SIR,

In reply to your letter of the 26th instant, I am surprised that you consider my letter of 26th instant discourteous. No objection upon your firm is conveyed in the words used, and it was not suggested that there was anything improper in your attempting to make out a case against the Municipality as you are doing according to your own letters in the case of the Town Hall.

It is, however, unusual when parties are on the brink of litigation for one to request the other to lend him documents, the production of which will assist him in making out his case.

Yours faithfully,
 (Sd.) J. A. WATSON,
 Town Clerk.

No. 584/3.

MUNICIPAL OFFICES,
 NAIROBI, March 31st, 1915.

Messrs. TONKS, DALY & FIGGIS,
 NAIROBI

DEAR SIR,

Produce Market, Town Hall

With further reference to your letter of the 26th instant, having submitted the correspondence to the Municipal Committee, I am now directed to inform you that they regret that they cannot see their way to lend you a copy of the Produce Market agreement or to supply you with copies of papers in their possession relating to the lease of the Town Hall.

Yours faithfully,
 (Sd.) J. A. WATSON,
 Town Clerk.

N. 304/14

NAIROBI, 17th May 1915.

A. M. Jeevanjee Re. Town Hall

Some time ago I wrote the Hon'ble the Land Officer in pursuance of your suggestion in reference to certain further documents which had come to our notice.

We have not yet received a reply to our last letter to him, but understand that the reason is that the Municipality through the Town Clerk have refused to furnish him with copies of certain important documents.

We furnished the Hon'ble the Land Officer with copies of the further documents which came to our notice and asked him to let us have a copy of important documents referred to in those letters which should have been in procurement.

We were surprised to find that he had not seen this document, but advised us to apply to the Town Clerk.

This we did and were met by a refusal to supply a copy of the document.

Having regard to all the facts of the case there surely should not be any desire on the part of any Department to withhold any document from the inspection of those whom the contents largely affect in deciding on their course of action.

The document in question is an original draft lease which appears to have been returned by our clients to the Municipality with certain amendments marked on it.

On the information before us we consider our client's claim to the lease is good, but we would ask you to procure a copy of the document in question and furnish us with a copy of amendments made on behalf of our clients on a draft submitted which might materially affect our views.

Yours obediently,

(Sd.) TONKS, DALY & FIGGIS

THE HON'BLE THE CHIEF SECRETARY
NAIROBI.

251

N. 304/14

THE SECRETARY

NAIROBI,

EAST AFRICA PROTECTORATE 17th May 1915.

Town Hall

I refer to your letter of the 17th ultimo. I have the honour to inform you that I am unable to furnish copies of documents which may be in possession of the Town Clerk referring to Mr. Jeevanjee's alleged claim to certain documents which have been referred to in your letter.

The question of Mr. Jeevanjee's claim will be reconsidered with regard to any further documents which may be discovered relating to the matter.

I have the honour to be,

Gentlemen,

Your most obedient servant

(Sd.) C. C. BOWRING

Chief Secretary to the Government

Messrs. TONKS, DALY & FIGGIS,
Advocates.

NAIROBI.

SECRETARY,
NAIROBI
PROTECTORATE

RECORD OFFICE

Dear Sir

I have the honour to be,
Gentlemen,
Your most obedient servant,
(Sd.) C. C. BOWRING,
Chief Secretary to the Government.

Messrs. TONKS, DALY & FIGGIS,
NAIROBI.

Colonial Regulation 212

Every individual has the right to address the Secretary of State, if he thinks proper; in which case he must transmit such communication, unsealed and in triplicate, to the Governor requesting him to forward it in due course to the Secretary of State from a Colony otherwise than through the Governor for his Majesty.

Handwritten signature and scribbles at the bottom of the page.